LEASE NO. GS-05P-LIL19468

This Lease is made and entered into between

HOFFMAN ESTATES MEDICAL DEVELOPMENT LLC

(Lessor), whose principal place of business is 304 Wainright Dr., Northbrook, IL 60062-1900, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

2500 W. Golf Road, Hoffman Estates, IL 60169-1114

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

6 Years, 4 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FUR THE LESSUR:	FOR THE GOVERNMENT:
(b) (6)	
lame:Yan Katsnelson	Name: Valerie L. Grant
Fitle: Manager	Title: Lease Contracting Officer
Entity Name: Hoffman Estates Medical Development LLC	General Services Administration, Public Buildings Service
Date:	Date: FEB 2 9 2016
TINESSED FOR THE-LESSOR BY: (b) (6)	
mo Unne Brown	
He: Usociate General Counsel	
ate: 4/25/14	•
on information collection requirements contained in this Calisitation	n/Contract that are not required by the requision have been approved by the

LEASE NO. GS-05P-LIL19468

LESSOR: YK GOVERNMENT:

of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTIO	DN 1 THE PREMISES, RENT, AND OTHER TERMS	
1.01	THE PREMISES (WAREHOUSE) (MAY 2014)	.5
1.02	EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014) MODIFIED	.5
1.03	TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014) MODIFIED	
1.04	CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014) MODIFIED	.6
1.05	INTENTIONALLY DELETED	.6
1.06	RENT AND OTHER CONSIDERATION (APR 2015) MODIFIED	
1.07	BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)	7
	BROKER COMMISSION AND COMMISSION CREDIT (30N 2012)	. <u>/</u>
1.08	TERMINATION RIGHTS (AUG 2011)	.7
1.09	INTENTIONALLY DELETED	.7
1.10	DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (APR 2015)	7
	TENANT INDIRECTION OF THE CONTROL OF	· <u>'</u>
1.11	TENANT IMPROVEMENT ALLOWANCE (AUG 2011)	. /
1.12	TENANT IMPROVEMENT RENTAL ADJUSTMENT (SÉP 2013)	.7
1.13	TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)	8
1.14	BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)	
1.15	BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)	
1.16	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)	.8
1.17	REAL ESTATE TAX BASE (SEP 2013)-THE REAL ESTATE TAX BASE IS \$195,851.42. TAX ADJUSTMENTS SHALL NO)T
	OCCUR UNTIL THE TAX YEAR FOLLOWING LEASE COMMENCEMENT HAS PASSED.	6
1.18	OPERATING COST BASE (SEP 2013)	
1,19	INTENTIONALLY DELETED	.8
1.20	INTENTIONALLY DELETED	
1.21	INTENTIONALLY DELETED	.8
1.22	BUILDING IMPROVEMENTS (SEP 2012)	.9
1.23	INTENTIONALLY DELETED	9
		.0
CECTIC	N 2 GENERAL TERMS, CONDITIONS, AND STANDARDS	40
2.01	DEFINITIONS AND GENERAL TERMS (WAREHOUSE) (MAY 2014)	10
2.02	AUTHORIZED REPRESENTATIVES (JUN 2012)	11
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)	14
	ALIENATIONS REQUESTED BY THE GOVERNMENT (SEF 2013)	11
2.04	WAIVER OF RESTORATION (APR 2011)	11
2.05	PAYMENT OF BROKER (JUL 2011)	11
2.06	CHANCE OF CMMEDICADD 2015	11
	CHANGE OF OWNERSHIP (APR 2015)	11
2.07	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12
2.07	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13
2.07 2.08	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13
2.07 2.08 2.09	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 13
2.07 2.08 2.09 2.10	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 13 14
2.07 2.08 2.09	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 13 14
2.07 2.08 2.09 2.10	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 13 14
2.07 2.08 2.09 2.10 2.11	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 13 14 14
2.07 2.08 2.09 2.10 2.11	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 13 14 14
2.07 2.08 2.09 2.10 2.11	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 13 14 14
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 13 14 14 14
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 14 14 15 15
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011). ON 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013). WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014).	12 13 14 14 14 15 15
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011). ON 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013). WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014).	12 13 14 14 14 15 15
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 14 14 14 15 15 15
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011). ON 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013). WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008).	12 13 14 14 14 15 15 15
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013) OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012) RELOCATION ASSISTANCE ACT (APR 2011)	12 13 14 14 14 15 15 15 15
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011) ON 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013)	12 13 14 14 14 15 15 15 15 16 16
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011) ON 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013)	12 13 14 14 14 15 15 15 15 16 16
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011) IN 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013) WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014). ADHESIVES AND SEALANTS (AUG 2008). BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014).	12 3 3 4 4
2.07 2.08 2.09 2.10 2.11 SECTIC 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011) IN 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013) WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012) CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014) ADHESIVES AND SEALANTS (AUG 2008) BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014) RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)	12 13 14 14 14 15 15 15 15 16 16 16
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011) ON 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013) WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012) CONSTRUCTION WASTE MANAGEMENT (SEP 2008) WOOD PRODUCTS (MAY 2014) ADHESIVES AND SEALANTS (AUG 2008) BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014) RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012) QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014)	12 13 14 14 14 15 15 15 15 16 16 16 16
2.07 2.08 2.09 2.10 2.11 SECTIC 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011). ON 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013). WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014). ADHESIVES AND SEALANTS (AUG 2008). BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014). RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012). QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014). VESTIBULES (APR 2011).	12 13 14 14 14 15 15 15 15 16 16 16 16
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011). ON 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013). WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014). ADHESIVES AND SEALANTS (AUG 2008). BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014). RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012). QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014). VESTIBULES (APR 2011).	12 13 14 14 14 15 15 15 15 16 16 16 16
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013) OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011) ON 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013) WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014). ADHESIVES AND SEALANTS (AUG 2008). BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014). RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012). QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014). MEANS OF EGRESS (WAREHOUSE) (MAY 2015).	12 13 14 14 14 15 15 15 15 16 16 16 16 17
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011) ON 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013) WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014). ADHESIVES AND SEALANTS (AUG 2008). BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014). RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012). QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014). WEANS OF EGRESS (WAREHOUSE) (MAY 2015). AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014).	12 13 14 14 14 15 15 15 15 16 16 16 16 17 17
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011) N 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013) WORK PERFORMANCE (JUN 2012) RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014) EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012) CONSTRUCTION WASTE MANAGEMENT (SEP 2008) WOOD PRODUCTS (MAY 2014) ADHESIVES AND SEALANTS (AUG 2008) BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014) RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012) QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014) MEANS OF EGRESS (WAREHOUSE) (MAY 2015) MEANS OF EGRESS (WAREHOUSE) (MAY 2015) AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014) FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014) PARTICULAR SOLUTION PRESPONSIBILITY OF THE LESSOR SYSTEM (WAREHOUSE) (MAY 2014)	12 13 13 14 14 14 15 15 15 15 16 16 16 16 17 17
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011) ON 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013) WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014). ADHESIVES AND SEALANTS (AUG 2008). BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014). RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012). QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014). WEANS OF EGRESS (WAREHOUSE) (MAY 2015). AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014).	12 13 13 14 14 14 15 15 15 15 16 16 16 16 17 17
2.07 2.08 2.09 2.10 2.11 SECTIC 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011). N 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013). WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014). ADHESIVES AND SEALANTS (AUG 2008). BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014). RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012). QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014). WESNIBULES (APR 2011). MEANS OF EGRESS (WAREHOUSE) (MAY 2015). AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014). FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014). ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011).	12 13 13 14 14 14 15 15 15 15 16 16 16 16 17 17 17
2.07 2.08 2.09 2.10 2.11 SECTIC 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15 3.16	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 13 14 14 14 15 15 15 15 16 16 16 16 17 17 17
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15 3.16 3.17	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 14 14 14 15 15 15 15 16 16 16 16 17 17 17
2.07 2.08 2.09 2.10 2.11 SECTIC 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15 3.16	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 14 14 14 15 15 15 15 16 16 16 16 17 17 17
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15 3.16 3.17 3.18	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 13 14 14 14 15 15 15 15 15 16 16 16 16 17 17 17 17
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15 3.16 3.17 3.18 3.19	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011). N 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013). WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014). ADHESIVES AND SEALANTS (AUG 2008). BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014). RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012). QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014). VESTIBULES (APR 2011). MEANS OF EGRESS (WAREHOUSE) (MAY 2015). AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014). FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014). PENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011). INTENTIONALLY DELETED. FILAGPOLE (SEP 2013) 18 DEMOLITION (JUN 2012). ACCESSIBILITY (FEB 2007).	12 13 13 14 14 14 15 15 15 15 16 16 16 16 17 17 17 17 17 17
2.07 2.08 2.09 2.10 2.11 SECTIC 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15 3.16 3.17 3.18 3.19 3.20	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 13 14 14 14 15 15 15 15 15 16 16 16 16 17 17 17 17 17 17 17
2.07 2.08 2.09 2.10 2.11 SECTIC 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15 3.16 3.17 3.18 3.19 3.20 3.21	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12 13 13 14 14 14 15 15 15 15 15 16 16 16 16 17 17 17 17 17 17 17
2.07 2.08 2.09 2.10 2.11 SECTIC 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15 3.16 3.17 3.18 3.19 3.20	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011) N3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013). WORK PERFORMANCE (JUN 2012) RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014). ADHESIVES AND SEALANTS (AUG 2008). BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014). RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012). QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014). WESTIBULES (APR 2011). MEANS OF EGRESS (WAREHOUSE) (MAY 2015). AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014). FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014). FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014). INTENTIONALLY DELETED. SHORD STANDARD SEALAND SECURITY ACT (DEC 2011). INTENTIONALLY DELETED. SHORD STANDARD SECURITY ACT (DEC 2011). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014).	12 13 13 14 14 14 15 15 15 15 16 16 16 16 17 17 17 17 17 18 18 18
2.07 2.08 2.09 2.10 2.11 SECTIC 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15 3.16 3.17 3.18 3.19 3.19 3.19 3.10 3.11 3.12 3.13 3.14 3.15 3.16 3.17 3.18 3.19 3.19 3.19 3.19 3.10 3.10 3.10 3.10 3.10 3.10 3.10 3.10	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011) N3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013). WORK PERFORMANCE (JUN 2012) RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014). ADHESIVES AND SEALANTS (AUG 2008). BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014). RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012). QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014). WESTIBULES (APR 2011). MEANS OF EGRESS (WAREHOUSE) (MAY 2015). AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014). FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014). FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014). INTENTIONALLY DELETED. SHORD STANDARD SEALAND SECURITY ACT (DEC 2011). INTENTIONALLY DELETED. SHORD STANDARD SECURITY ACT (DEC 2011). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014).	12 13 13 14 14 14 15 15 15 15 16 16 16 16 17 17 17 17 17 18 18 18
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15 3.16 3.17 3.18 3.19 3.20 3.21 3.22 3.23	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011) N3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013). WORK PERFORMANCE (JUN 2012). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014). ADHESIVES AND SEALANTS (AUG 2008). BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014). RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012). QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014). WESTIBULES (APR 2011). MEANS OF EGRESS (WAREHOUSE) (MAY 2015). AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014). FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014). ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011). INTENTIONALLY DELETED. FLAGPOLE (SEP 2013) 18 DEMOLITION (JUN 2012). ACCESSIBILITY (FEB 2007). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014). EXTERIOR SOLUTION (JUN 2012). ACCESSIBILITY (FEB 2007). EXTERIOR SOLUTION (APR 2011). WINDOWS (APR 2011) 19 PARTITIONS: GENERAL (APR 2015).	12 13 13 14 14 14 15 15 15 15 16 16 16 16 17 17 17 17 17 18 18 18 18
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15 3.16 3.17 3.18 3.20 3.21 3.21 3.22 3.23 3.24	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013). OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011)	12 13 13 14 14 14 15 15 15 15 16 16 16 16 17 17 17 17 17 17 18 18 18 18
2.07 2.08 2.09 2.10 2.11 SECTIO 3.01 3.02 3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 3.11 3.12 3.13 3.14 3.15 3.16 3.17 3.18 3.19 3.20 3.21 3.22 3.23	REAL ESTATE TAX ADJUSTMENT (JUN 2012). ADJUSTMENT FOR VACANT PREMISES (SEP 2013) OPERATING COSTS ADJUSTMENT (JUN 2012). ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012). RELOCATION ASSISTANCE ACT (APR 2011). N3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS. LABOR STANDARDS (SEP 2013). WORK PERFORMANCE (JUN 2012). RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014). EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012). CONSTRUCTION WASTE MANAGEMENT (SEP 2008). WOOD PRODUCTS (MAY 2014). ADHESIVES AND SEALANTS (AUG 2008). BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014). RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/E/NGINEER (JUN 2012). QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014). WESTIBULES (APR 2011). MEANS OF EGRESS (WAREHOUSE) (MAY 2014). FIRE ALARM SYSTEM (WAREHOUSE) (MAY 20	12 13 13 14 14 14 15 15 15 15 16 16 16 16 17 17 17 17 17 17 18 18 18 18

3.27	PAINTING—SHELL (JUN 2012)	.19
3.28	FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) (APR 2015) MODIFIED	.19
3.29	INTENTIONALLY DELETED	.20
3.30	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	
3.31	BUILDING SYSTEMS (APR 2011)	
3.32	ELECTRICAL—SHELL (WAREHOUSE) (MAY 2014)	
3.33	INTENTIONALLY DELETED	.20
3.34	PLUMBING (JUN 2012) 20	
3.35	DRINKING FOUNTAINS (WAREHOUSE) (MAY 2014)	.20
3.36	RESTROOMS (WAREHOUSE) (MAY 2014)	.20
3.37	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	.21
3.38	JANITOR CLOSETS (JUN 2012)	.21
3.39	HEATING AND VENTILATION—SHELL (WAREHOUSE) (MAY 2014) MODIFIED	.21
3.40	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	.22
3.41	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	.22
3.42	LIGHTING: INTERIOR AND PARKING-SHELL (WAREHOUSE) (MAY 2014) MODIFIED.	.22
3.43	ACOUSTICAL REQUIREMENTS (JUN 2012)	.23
3.44	INTENTIONALLY DELETED	
3.45	INTENTIONALLY DELETED	
3.46	INTENTIONALLY DELETED	.23
3.47	INTENTIONALLY DELETED	
3.48	INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)	.23
3.49	SYSTEMS COMMISSIONING (APR 2011)	.24
3.50	LOADING DOCKS—SHELL (WAREHOUSE) (MAY 2014) MODIFIED	.24
3.51	EMERGENCY POWER TO CRITICAL SYSTEMS (WAREHOUSE) (MAY 2014)	.25
3.52	MECHANICAL AREAS AND BUILDING ROOFS (WAREHOUSE) (MAY 2014)	.25
3.53	DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)	25
3.54	NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)	
		.20
SECTIO	DN 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES	27
4.01	SCHEDULE FOR COMPLETION OF SPACE (WAREHOUSE) (MAY 2014) MODIFIED	
4.02	CONSTRUCTION DOCUMENTS (SEP 2012)	.27
4.03	TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2013)	
4.04	BUILDING ODECITIC AMODTIZED CADITAL (BOAC) DDICE DDODOGAL (OED 2012)	20
4.04	BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2012)	.20
4.05	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013)	.28
	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013)	.28 .28
4.05	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	.28 .28 .29
4.05 4.06	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	.28 .28 .29
4.05 4.06 4.07 4.08 4.09	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011) PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)	.28 .28 .29 .29 .29
4.05 4.06 4.07 4.08	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011).	.28 .28 .29 .29 .29
4.05 4.06 4.07 4.08 4.09	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015).	.28 .28 .29 .29 .29 .29 .29
4.05 4.06 4.07 4.08 4.09 4.10	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011).	.28 .28 .29 .29 .29 .29 .29
4.05 4.06 4.07 4.08 4.09 4.10 4.11	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012). CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011) PROGRESS REPORTS (JUN 2012). ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013) CONSTRUCTION INSPECTIONS (APR 2011) ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015) LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012) AS-BUILT DRAWINGS (JUN 2012).	.28 .28 .29 .29 .29 .29 .29 .30
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012). CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011) PROGRESS REPORTS (JUN 2012). ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013) CONSTRUCTION INSPECTIONS (APR 2011) ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015) LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012) AS-BUILT DRAWINGS (JUN 2012) LIQUIDATED DAMAGES (JUN 2012)	.28 .28 .29 .29 .29 .29 .29 .30 .30
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED.	.28 .28 .29 .29 .29 .29 .30 .30
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED.	.28 .28 .29 .29 .29 .29 .30 .30
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012). CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011) PROGRESS REPORTS (JUN 2012). ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013) CONSTRUCTION INSPECTIONS (APR 2011) ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015) LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012) AS-BUILT DRAWINGS (JUN 2012) LIQUIDATED DAMAGES (JUN 2012)	.28 .28 .29 .29 .29 .29 .30 .30
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012). CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012). ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED. LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013).	.28 .28 .29 .29 .29 .29 .30 .30 .30 .30
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011) PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED. LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013).	.28 .28 .29 .29 .29 .29 .30 .30 .30 .30
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC 5.01	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITAL CONSTRUCTION MEETING (APR 2011) PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED. LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). DN 5 TENANT IMPROVEMENT COMPONENTS. TENANT IMPROVEMENT REQUIREMENTS (MAY 2014).	.28 .28 .29 .29 .29 .29 .30 .30 .30 .30 .30
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC 5.01 5.02	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). DN 5 TENANT IMPROVEMENT COMPONENTS. TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012).	.28 .28 .29 .29 .29 .29 .30 .30 .30 .30 .30 .30 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC 5.01 5.02 5.03	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012) INTENTIONALLY DELETED LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). DN 5 TENANT IMPROVEMENT COMPONENTS. TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012).	.28 .28 .29 .29 .29 .30 .30 .30 .30 .30 .30 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC 5.01 5.01 5.02	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012) INTENTIONALLY DELETED LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). DN 5 TENANT IMPROVEMENT COMPONENTS TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012). DOORS: SUITE ENTRY (SEP 2013).	.28 .28 .29 .29 .29 .30 .30 .30 .30 .30 .30 .31 .31 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIO 5.01 5.02 5.03 5.04 5.05	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED. LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). DON 5 TENANT IMPROVEMENT COMPONENTS. TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012). DOORS: SUITE ENTRY (SEP 2013). DOORS: INTERIOR (SEP 2013).	.28 .28 .29 .29 .29 .30 .30 .30 .30 .30 .31 .31 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIO 5.01 5.03 5.04 5.05 5.06	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED. LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). DN 5 TENANT IMPROVEMENT COMPONENTS. TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012). DOORS: SUITE ENTRY (SEP 2013). DOORS: INTERIOR (SEP 2013).	.28 .28 .29 .29 .29 .29 .30 .30 .30 .30 .31 .31 .31 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 5.01 5.02 5.03 5.04 5.05 5.05 5.06 5.07	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012) AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED. LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). DN 5 TENANT IMPROVEMENT COMPONENTS. TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012). DOORS: SUITE ENTRY (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: IDENTIFICATION (JUN 2012).	.28 .28 .29 .29 .29 .29 .30 .30 .30 .30 .31 .31 .31 .31 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC 5.01 5.02 5.03 5.04 5.05 5.06 5.07 5.08	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011) PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013) CONSTRUCTION INSPECTIONS (APR 2011) ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015) LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012) LIQUIDATED DAMAGES (JUN 2012) INTENTIONALLY DELETED LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013) DO TENANT IMPROVEMENT COMPONENTS TENANT IMPROVEMENT REQUIREMENTS (MAY 2014) FINISH SELECTIONS (JUN 2012) WINDOW COVERINGS (WAREHOUSE) (JUN 2012) DOORS: SUITE ENTRY (SEP 2013) DOORS: INTERIOR (SEP 2013) DOORS: IDENTIFICATION (JUN 2012) PARTITIONS: SUBDIVIDING (SEP 2013) PARTITIONS: SUBDIVIDING (SEP 2013)	.28 .28 .29 .29 .29 .29 .30 .30 .30 .30 .30 .31 .31 .31 .31 .31 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC 5.01 5.02 5.03 5.04 5.05 5.07 5.08 5.09	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012) INTENTIONALLY DELETED. LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). DO 5 TENANT IMPROVEMENT COMPONENTS. TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012). DOORS: SUITE ENTRY (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: IDENTIFICATION (JUN 2012). PARTITIONS: SUBDIVIDING (SEP 2013). CEILINGS—TI (WAREHOUSE) (APR 2015) MODIFIED.	.28 .28 .29 .29 .29 .30 .30 .30 .30 .30 .31 .31 .31 .31 .31 .31 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC 5.01 5.02 5.03 5.04 5.05 5.06 5.07 5.08 5.09 5.10	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011) PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013) CONSTRUCTION INSPECTIONS (APR 2011) ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015) LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012) AS-BUILT DRAWINGS (JUN 2012) LIQUIDATED DAMAGES (JUN 2012) INTENTIONALLY DELETED LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013) DO 5 TENANT IMPROVEMENT COMPONENTS TENANT IMPROVEMENT REQUIREMENTS (MAY 2014) FINISH SELECTIONS (JUN 2012) WINDOW COVERINGS (WAREHOUSE) (JUN 2012) DOORS: SUITE ENTRY (SEP 2013) DOORS: INTERIOR (SEP 2013) DOORS: INTERIOR (SEP 2013) DOORS: IDENTIFICATION (JUN 2012) PARTITIONS: SUBDIVIDING (SEP 2013) CEILINGS—TI (WAREHOUSE) (APR 2015) MODIFIED WALL FINISHES (JUN 2012)	.28 .28 .29 .29 .29 .30 .30 .30 .30 .30 .31 .31 .31 .31 .31 .31 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 5.01 5.02 5.03 5.04 5.05 5.06 5.07 5.08 5.09 5.10 5.11	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012) AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). LITENTIONALLY DELETED LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). DO STENANT IMPROVEMENT COMPONENTS. TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012). DOORS: SUITE ENTRY (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: IDENTIFICATION (JUN 2012). PARTITIONS: SUBDIVIDING (SEP 2013). DOORS: IDENTIFICATION (JUN 2012). PARTITIONS: SUBDIVIDING (SEP 2013). CEILINGS—TI (WAREHOUSE) (MAY 2014).	.28 .28 .29 .29 .29 .29 .30 .30 .30 .30 .30 .31 .31 .31 .31 .31 .31 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 5.01 5.02 5.03 5.04 5.05 5.06 5.07 5.08 5.09 5.10 5.11 5.12	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011) PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013) CONSTRUCTION INSPECTIONS (APR 2011) ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015) LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012) LIQUIDATED DAMAGES (JUN 2012) INTENTIONALLY DELETED LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013) DO S TENANT IMPROVEMENT COMPONENTS TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012) WINDOW COVERINGS (WAREHOUSE) (JUN 2012) DOORS: SUITE ENTRY (SEP 2013) DOORS: INTERIOR (SEP 2013) DOORS: INTERIOR (SEP 2013) DOORS: INDENTIFICATION (JUN 2012) PARTITIONS: SUBDIVIDING (SEP 2013) DOORS: INTERIOR (SEP 2013) CEILINGS—TI (WAREHOUSE) (APR 2015) MODIFIED WALL FINISHES (JUN 2012) PAINTING—TI (WAREHOUSE) (MAY 2014) FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (APR 2015)	.28
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 5.01 5.02 5.03 5.04 5.05 5.05 5.06 5.07 5.08 5.09 5.11 5.12 5.13	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED. LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). DN 5 TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012). DOORS: SUITE ENTRY (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: HARDWARE (SEP 2013). DOORS: IDENTIFICATION (JUN 2012). PARTITIONS: SUBDIVIDING (SEP 2013). CEILINGS—TI (WAREHOUSE) (APR 2015) MODIFIED. WALL FINISHES (JUN 2012). PARTITIONS—TI (WAREHOUSE) (MAY 2014). FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (MAY 2014). HEATING AND AIR CONDITIONING—TI (WAREHOUSE) (MAY 2014).	.28 .28 .29 .29 .29 .29 .30 .30 .30 .30 .31 .31 .31 .31 .31 .31 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC 5.01 5.02 5.03 5.04 5.05 5.06 5.07 5.08 5.09 5.11 5.11 5.12 5.13 5.14	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012) AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). DN 5 TENANT IMPROVEMENT COMPONENTS TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012) DOORS: SUITE ENTRY (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: IDENTIFICATION (JUN 2012). PARTITIONS: SUBDIVIDING (SEP 2013). DOORS: SUBDIVIDING (SEP 2013). DOORS: JUN 2012). PARTITIONS: SUBDIVIDING (SEP 2015) MODIFIED. WALL FINISHES (JUN 2012). PARTITIONS: ON THE PRIMETERS—TI (WAREHOUSE) (APR 2015). PAINTING—TI (WAREHOUSE) (MAY 2014). ELECTRICAL: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014). ELECTRICAL: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014). ELECTRICAL: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014).	.28 .28 .29 .29 .29 .29 .30 .30 .30 .30 .31 .31 .31 .31 .31 .31 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC 5.01 5.02 5.03 5.04 5.05 5.07 5.08 5.09 5.10 5.11 5.12 5.13 5.14 5.15	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). DIN 5 TENANT IMPROVEMENT COMPONENTS. TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012). DOORS: SUITE ENTRY (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: IDENTIFICATION (JUN 2012). PARTITIONS: SUBDIVIDING (SEP 2013). CEILINGS—TI (WAREHOUSE) (APR 2015) MODIFIED. WALL FINISHES (JUN 2012). PARTITIONS: SUBDIVIDING (SEP 2013). CEILINGS—TI (WAREHOUSE) (MAY 2014). FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (APR 2015). HEATING AND AIR CONDITIONING—TI (WAREHOUSE) (MAY 2014). ELECCRICAL: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014). TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012).	.28 .28 .29 .29 .29 .29 .30 .30 .30 .30 .30 .31 .31 .31 .31 .31 .31 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC 5.01 5.02 5.03 5.04 5.05 5.06 5.07 5.08 5.09 5.10 5.11 5.12 5.13 5.14 5.15 5.16	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012)	.28 .28 .29 .29 .29 .29 .30 .30 .30 .30 .30 .31 .31 .31 .31 .31 .31 .31 .31
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC 5.01 5.02 5.03 5.04 5.05 5.06 5.07 5.08 5.09 5.10 5.11 5.12 5.15 5.15 5.16 5.17	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED. LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). NS TENANT IMPROVEMENT COMPONENTS. TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012). DOORS: INTERIOR (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: BUBDIVIDING (SEP 2013). DOORS: LIDENTIFICATION (JUN 2012). PARTITIONS: SUBDIVIDING (SEP 2013). CEILINGS—TI (WAREHOUSE) (APR 2015) MODIFIED. WALL FINISHES (JUN 2012). PAINTING—TI (WAREHOUSE) (MAY 2014). FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (APR 2015). HEATING AND AIR CONDITIONING—TI (WAREHOUSE) (MAY 2014). TELECOMMUNICATIONS: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014). TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012). TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008). DATA DISTRIBUTION (JUN 2012).	.28
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 5.01 5.02 5.03 5.04 5.05 5.06 5.07 5.08 5.09 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17 5.18	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). NO 5 TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012). DOORS: SUITE ENTRY (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: IDENTIFICATION (JUN 2012) PARTITIONS: SUBDIVIDING (SEP 2013). DOORS: DENTIFICATION (JUN 2012) PARTITIONS: SUBDIVIDING (SEP 2015) MODIFIED WALL FINISHES (JUN 2012) PARTITIONS (JUN 2012) PARTITIONS: OCCUPANCY (MAY 2014). FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (APR 2015) HEATING AND AIR CONDITIONING—TI (WAREHOUSE) (MAY 2014). ELECTRICAL: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014). TELECOMMUNICATIONS: DISTRIBUTION MOD EQUIPMENT (JUN 2012). TELECOMMUNICATIONS: DOORS (SYSTEMS FURNITURE (JUN 2012). DATA DISTRIBUTION (JUN 2012). DATA DISTRIBUTION (JUN 2012).	.28
4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16 SECTIC 5.01 5.02 5.03 5.04 5.05 5.06 5.07 5.08 5.09 5.10 5.11 5.12 5.15 5.15 5.16 5.17	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) GREEN LEASE SUBMITTALS (JUN 2012) CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011). PROGRESS REPORTS (JUN 2012) ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013). CONSTRUCTION INSPECTIONS (APR 2011). ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015). LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012). AS-BUILT DRAWINGS (JUN 2012). LIQUIDATED DAMAGES (JUN 2012). INTENTIONALLY DELETED. LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013). NS TENANT IMPROVEMENT COMPONENTS. TENANT IMPROVEMENT REQUIREMENTS (MAY 2014). FINISH SELECTIONS (JUN 2012). WINDOW COVERINGS (WAREHOUSE) (JUN 2012). DOORS: INTERIOR (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: INTERIOR (SEP 2013). DOORS: BUBDIVIDING (SEP 2013). DOORS: LIDENTIFICATION (JUN 2012). PARTITIONS: SUBDIVIDING (SEP 2013). CEILINGS—TI (WAREHOUSE) (APR 2015) MODIFIED. WALL FINISHES (JUN 2012). PAINTING—TI (WAREHOUSE) (MAY 2014). FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (APR 2015). HEATING AND AIR CONDITIONING—TI (WAREHOUSE) (MAY 2014). TELECOMMUNICATIONS: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014). TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012). TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008). DATA DISTRIBUTION (JUN 2012).	.28

LEASE NO. GS-05P-LIL19468

2EC I	ON 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		30
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (WAREHOUSE) (MAY 2014) (MODIFIED)	36	
6.02	UTILITIES (APR 2011) 36		
6.03	INTENTIONALLY DELETED		
6.04	UTILITY CONSUMPTION REPORTING (JUN 2012)		
6.05	HEATING AND AIR CONDITIONING (WAREHOUSE) (SEP 2014) MODIFIED		
6.06	OVERTIME HVAC USAGE (JUN 2012)		
6.06	INTENTIONALLY DELETED	36	
6.07	INTENTIONALLY DELETED		
6.08	INTENTIONALLY DELETED		
6.09	SNOW REMOVAL (WAREHOUSE) (MAY 2014)		
6.10	MAINTENANCE AND TESTING OF SYSTEMS—WAREHOUSE (MAY 2014)		
6.11	MAINTENANCE OF PROVIDED FINISHES (WAREHOUSE) (MAY 2014) MODIFIED		
6.12	ASBESTOS ABATEMENT (APR 2011)	37	
6.13	ONSITE LESSOR MANAGEMENT (APR 2011)	37	
6.14	IDENTITY VERIFICATION OF PERSONNEL (MAY 2014)		
6.15	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	38	
6.16	LANDSCAPING (JUN 2012)	38	
6.17	LANDSCAPE MAINTENANCE (APR 2011)	39	
6.18	INTENTIONALLY DELETED	39	
6.19	RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)	39	
6.20	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (N	1AY 2014) 39	
6.21	INDOOR AIR QUALITY (MAY 2014)	40	
6.22	INTENTIONALLY DELETED	40	
6.22	INTENTIONALLY DELETED	40	
6,23	INTENTIONALLY DELETED	41	
6.24	HAZARDOUS MATERIALS (WAREHOUSE) (MAY 2014)	41	
6.25	MOLD (SEP 2013) 41		
6.26	OCCUPANT EMERGENCY PLANS (SEP 2013)	41	
6.27	FLAG DISPLAY (SEP 2013) MODIFIED	41	
6.28	PORTABLE FIRE EXTINGUISHERS (WAREHOUSE) (MAY 2014)	41	
6.29	INTENTIONALLY DELETED	42	
6.29	INTENTIONALLY DELETED	42	
6.30	ACCESS TO BUILDING INFORMATION (MAY 2014)	42	
SECT	ION 7 ADDITIONAL TERMS AND CONDITIONS		42
7.01	SECURITY REQUIREMENTS (MAY 2014)		73
7.02	AGENCY SPECIAL REQUIREMENTS		
7.02	THE FOLLOWING PARAGRAPHS HAVE BEEN MODIFIED IN THIS LEASE:		
7.03	INSURANCE REQUIREMENT		
7.04	MOONANGE REGUNERAL	43	

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (WAREHOUSE) (MAY 2014)

The Premises are described as follows:

- A. <u>Warehouse and Related Space</u>: 73,573 rentable square feet yielding 72,859 ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse space as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. <u>Common Area Factor</u>: The Common Area Factor (CAF) is established as 1.009800 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014) MODIFIED

The Government shall have exclusive or non-exclusive (as identified) right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. <u>Automobile Parking:</u>

148 parking spaces for passenger vehicles as depicted on the plan attached hereto as Exhibit B of which 0 spaces shall be marked as reserved for the exclusive use of the Government. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be included as part of the rental consideration.

B. INTENTIONALLY DELETED

C. Delivery Route:

- (1) At least one unobstructed route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of a route shall be 36 inches. If a route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.
- (2) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.
- (3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.
- (4) Gratings in a route surface shall have spaces no wider than ½ inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

D. <u>Delivery Ramps:</u>

- (1) Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet.
- (2) Lessor shall provide handrails complying with "HANDRAILS" (36 CFR 1191) on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Lessor shall provide curb ramps wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

E. Antennas, Satellite Dishes, and Related Transmission Devices:

- (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment,
- (2) the right to access the roof of the Building, and
- (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.
- F. Loading Docks. See "LOADING DOCKS SHELL WAREHOUSE" paragraph in Section 3 of this Lease.

1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014) MODIFIED

At a minimum, a truck turning radius for a 53 foot Semi Truck trucks shall be provided and maintained at all times for all loading docks designed for such sized trucks. One-way design for service traffic is preferred in order to avoid the need for large turning areas.

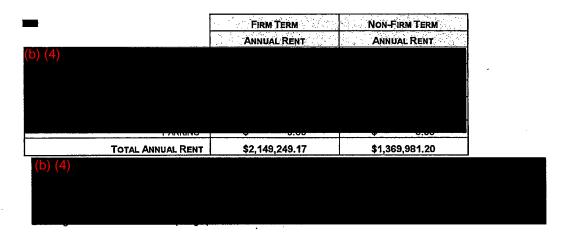
1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014) MODIFIED

10,000 ABOA SF for the office area must have a minimum ceiling height of 10 feet 00 inches and a maximum of 12 feet 00 inches, measured from floor to the lowest obstruction, with the balance of the space maintaining a clear ceiling height of a minimum of 15 feet 00 inches. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

1.05 INTENTIONALLY DELETED

1.06 RENT AND OTHER CONSIDERATION (APR 2015) MODIFIED

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:



In instances where the Lessor amortizes either the TIA or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs, beyond the Firm Term.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 72,859 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- F. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.
- G. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 - 1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
 - All costs, expenses, and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all
 costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such
 fees, and all related expenses;
 - 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

Н.	(b) (4)					



1.08 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.09 INTENTIONALLY DELETED

1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (APR 2015)

The following documents are attached to and made part of the Lease: .

	DOCUMENT NAME:	No. of Pages	Ехнівіт
	FLOOR PLAN(S)	2	Α
	PARKING AND SITE PLAN	1	В
	AGENCY SPECIAL REQUIREMENTS (REQUIREMENTS FOR A TEMPORARY FACILITY FOR THE RECORDS AND ARTIFACTS	57	С
)	NATIONAL ARCHIVES AND RECORDS ADMINISTRATION RADON SURVEILLANCE AND TESTING PROTOCOL (REVISED FEBRUARY 25, 2014)	2	D
	How to use NARA's Blanker Purchase Agreement	3	E
	Security Requirements feeting the	11	F
	Security Unit Price List fundamental	3	G
	GSA FORM 3517B GENERAL CLAUSES	46	Н
	GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	1

1.11 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

(b) (4)

1.12 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

- A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.
- B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.
- C. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

LESSOR: $\frac{\sqrt{\chi}}{\sqrt{\chi}}$ GOVERNMENT:

LEASE NO. GS-05P-LIL19468, PAGE 7

- 1. Reduce the TI requirements;
- Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
- 3. Negotiate an increase in the rent.
- 1.13 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)



1.14 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)



1.15 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

- A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.
- B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.
- C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:
 - 1. Reduce the security countermeasure requirements;
 - Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
 - 3. Negotiate an increase in the rent.
- 1.16 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 73,573 RSF by the total Building space of 73,573 RSF.

1.17 REAL ESTATE TAX BASE (SEP 2013) (b) (4

1.18 OPERATING COST BASE (SEP 2013)

(b) (4)

- 1.19 INTENTIONALLY DELETED
- 1.20 INTENTIONALLY DELETED
- 1.21 INTENTIONALLY DELETED

1.22 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:



1.23 INTENTIONALLY DELETED

LESSOR: YK GOVERNMENT:

LEASE NO. GS-05P-LIL19468, PAGE 9

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (WAREHOUSE) (MAY 2014)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. <u>Appurtenant Areas</u>. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights (such as parking, wareyards, loading docks, aprons, loading ramps and other areas to which the Government has rights under this Lease).
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. <u>Commission Credit</u>. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. <u>Common Area Factor.</u> The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. <u>Davs</u>. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- 1. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. <u>Firm Term/Non-Firm Term</u>. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. <u>Lease Award Date</u>. The date the LCO executes the Lease and mailing or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. <u>Premises</u>. Defined as the total Warehouse Area, Office Area, and other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking, wareyards, loading docks, aprons, loading ramps and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. <u>Property.</u> Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas, wareyards, loading docks, aprons, loading ramps) to which the Government is granted rights.
- P. Racking System Plan—A plan that at a minimum must include clear ceiling height requirement(s), aisle width(s), shelving depth(s) and type of material(s) to be stored. In addition such Plan shall identify locations and dimensions of storage of materials in packed piles, on pallets, in racks, or on shelves.
- Q. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- R. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas, wareyards, loading docks, aprons, loading ramps to which the Government has rights under this Lease are not included in the Space.
- S. Warehouse and office space. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area

where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

T. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)

- A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or, when specifically authorized to do so by the LCO, a tenant agency-approved form. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the Lease Contracting Officer, subject to the threshold limitation below.
- B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (APR 2015)

- A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.
- B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
- C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.
- D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.
- E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.
- F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property).

LESSOR: YK GOVERNMENT:

LEASE NO. GS-05P-LIL19468, PAGE 11

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

- A. <u>Purpose</u>: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.
- B. <u>Definitions</u>: The following definitions apply to the use of the terms within this paragraph:

<u>Fully Assessed</u>. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

<u>Property</u>. "Property" has the same definition as provided in Section 2.01 of this Lease. It is the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas, wareyards, loading docks, aprons, loading ramps) to which the Government is granted rights.

Real Estate Taxes. Those taxes levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. "Real Estate Taxes" excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

<u>Taxing Authority</u>. The state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year. The 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

<u>Tax Abatement</u>. An authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

<u>Unadjusted Real Estate Taxes</u>. The full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base. The Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

<u>Percentage of Occupancy.</u> That portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the

LESSOR: YK GOVERNMENT:

GSA FORM L201WH (05/15)

LEASE NO. GS-05P-LIL19468, PAGE 12

completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMITTHE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

D. <u>Tax Appeals</u>. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filling requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)

- A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced.
- B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

- A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay, If the particular service is provided by lessor, annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.
- B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

- C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

- A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.
- B. Within 30 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:
 - 1. A firm commitment of funds in an amount sufficient to perform the work.
 - The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
 - 3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
- C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.
- D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:
 - 1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
 - 2. Issuance of required permits for construction of the TIs.

2.11 RELOCATION ASSISTANCE ACT (APR 2011)

- A. If the Lessor satisfies the requirements of this Lease by performing new construction on an improved site, and such new construction will result in the displacement of individuals or businesses, the Lessor shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and the implementing regulations at 49 CFR Part 24.
- B. The Lessor shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the Lessor must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (SEP 2013)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at HTTPS://WWW.ACQUISITION.GOV/FAR/

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52,222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52,222-15 Certification of Eligibility

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this Lease and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at http://www.epa.gov/cpg.
- B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:
 - The cost of the recommended product is unreasonable.
 - 2. Inadequate competition exists.
 - 3. Items are not available within a reasonable period.
 - ltems do not meet Lease performance standards.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

- A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (SEP 2008)

- A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.
- B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- C. <u>SUBMITTAL REQUIREMENT</u>: Refer to the Green Lease Submittals paragraph of the Lease.

LESSOR: YK GOVERNMENT:

LEASE NO. GS-05P-LIL19468, PAGE 15

- D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - Ceiling grid and tile
 - 2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
 - 3. Duct work and HVAC equipment
 - 4. Wiring and electrical equipment
 - 5. Aluminum and/or steel doors and frames
 - 6. Hardware
 - 7. Drywali
 - 8. Steel studs
 - 9. Carpet, carpet backing, and carpet padding
 - 10. Wood
 - 11. Insulation
 - 12. Cardboard packaging
 - 13. Pallets
 - 14. Windows and glazing materials
 - 15. All miscellaneous metals (as in steel support frames for filing equipment)
 - 16. All other finish and construction materials.
- E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.
- F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 WOOD PRODUCTS (MAY 2014)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.fscus.org).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at www.cites.org/eng/resources/species.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.
- D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (AUG 2008)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as Tls, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stainwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational with an adequate number of fixtures for men and women to meet current local codes based on building occupancy and use. All newly installed Building shell components, including but not limited to, heating and ventilation, electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tls. Circulation corridors are provided as part of the base Building only on multi-tenanted buildings where the corridor is common to more than one tenant. In single tenant buildings, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

- B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.
- D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.10 QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014)

The Building in which the leased Space is located shall be designed, built, and maintained in good condition, suitable for Lessee's use at all times, and in accordance with the requirements of this Lease.

3.11 VESTIBULES (APR 2011)

- A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.12 MEANS OF EGRESS (WAREHOUSE) (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014)

- A. Any portion of the space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system.
- B. The entire warehouse building shall be protected throughout by an automatic fire sprinkler system(s) when the offered space exceeds 10,000 rentable square feet in area.
- C. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- D. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

3.14 FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014)

LEASE NO. GS-05P-LIL19468, PAGE 17

- A. A Building-wide fire alarm system shall be installed when the offered Space exceeds 40,000 square feet of RSF.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. Fire alarm systems shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

- A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior
 to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).
- C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR Label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR Label, then Lessor must earn the ENERGY STAR Label within 18 months after occupancy by the Government.

(If new construction, see also: 1) Energy Efficiency and Conservation for New Construction, 2) Security for New Construction, and 3) Seismic Safety for New Construction).

3.16 INTENTIONALLY DELETED

3.17 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

3.18 **DEMOLITION (JUN 2012)**

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.19 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.20 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014)

- A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tis.
- B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assembles and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the International Building Code (IBC) as of the Award Date of this Lease.
- C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. The Lessor is encouraged to avoid the use of chrome-plated hardware.
- D. There shall be unrestrictive access to a minimum of two remote exits on each floor of the Government's occupancy.
- E. Loading docks shall have a roll-up coiling type door with lock.

3.21 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.22 WINDOWS (APR 2011)

- A. Office Space shall have windows in each exterior bay unless waived by the LCO.
- B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device.

3.23 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.24 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.25 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.26 WALL FINISHES—SHELL (JUN 2012)

- A. Prior to occupancy, all restrooms within the building common areas of government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.27 PAINTING-SHELL (JUN 2012)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.28 FLOORS AND FLOOR LOAD-SHELL (WAREHOUSE) (APR 2015) MODIFIED

- A. All adjoining floor areas shall be of a common level, and meet ASTM Standard E1155, with a minimum levelness of Ff35 and FL25. Warehouse areas shall have a minimum live load capacity of 250 pounds per square foot. The Government may require Lessor to provide written certification of the floor load capacity, at no cost to the Government, by a registered Professional Engineer. The Government may also require calculations and structural drawings at no cost to the Government, by a registered Professional Engineer.
- B. Warehouse floor surfacing shall have the appropriate surface performance for the operations being performed as outlined in the following table and as verified with in situ testing. The appropriate surface performance shall be maintained throughout the life of the lease term. Periodic in situ testing shall be performed at a frequency appropriate for the expected useful life of the floor attribute required to be maintained:

	DUTY	APPLICATION	PERFORMANCE
Class 1	Very High Abrasion, steel wheel traffic and impact	Heavy-duty duty impact from pallets/ skid steer forks	<.1mm abrasion resistance Maintenance free joints

- b. Floor Hardeners, or coatings shall be utilized to achieve the wear performance for the appropriate duty class required in the above table. Coatings, such as polyurethanes membranes are only acceptable for class 3. Should hardeners be required then nano-lithium silicates or other environmentally friendly practices must be employed.
- c. In situ abrasion resistance required of class 2 or 3 shall be determined in accordance with BS EN 13892-4: 2002

INTENTIONALLY DELETED

3.29 INTENTIONALLY DELETED

3.30 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in the office Space.

3.31 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.32 ELECTRICAL—SHELL (WAREHOUSE) (MAY 2014)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. The electrical panel supplying electrical service to the warehouse Space shall be located in an enclosed room. The enclosed room should only contain electrical infrastructure and not used for any other purpose. The enclosure must be located within the warehouse Space to be leased and not serve other non-leased facilities. The enclosure shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. The electrical distribution panels enclosed in the electrical room shall include both 277/480 volt 3-phase and 120/208 volt 3 phase. A minimum of 150 amps at 240/120 volts per 4,000 rentable square feet of leased Space inclusive of lighting circuits (but assuming no air conditioning mechanical load) shall be provided to circuit breaker panel boxes in the Space. All switchgear, fuses, and circuit breakers shall be plainly marked or labeled to identify circuits and/or equipment supplied through them. All office Space shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the office Space fall below 4 watts per ABOA SF or Office area. Lessor must provide one watt per ABOA SF for electrical power distribution for warehouse areas.
- B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.33 INTENTIONALLY DELETED

3.34 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tls, shall be included in the shell rent.

3.35 DRINKING FOUNTAINS (WAREHOUSE) (MAY 2014)

Lessor shall provide at least one chilled water fountain for the Premises. If more than one fountain is required by local building codes based on general warehouse use of the premises, they also shall be provided by Lessor as part of the shell rental. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.36 RESTROOMS (WAREHOUSE) (MAY 2014)

- A. For Warehouse Area, Lessor shall provide at its cost, restroom facilities which are handicap accessible, with an adequate number of fixtures for men and women to meet current local codes based on general warehousing use.
- B. For Office Area within the Warehouse Building, if this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and

LESSOR: YK GOVERNMENT:

LEASE NO. GS-05P-LIL19468, PAGE 20

based on a density of one person for each 135 ÅBOA SF, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

NUME PEOP FLOO	ER LE	TOTAL OF PER	(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	. 3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	. 3
97	to	119	7	5	5	2	3
120	to	134	9	5	6·	3	4
	bove 1	35	3/40	1/24	1/20	1/40	1/30

- C. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- D. Each main restroom shall contain the following:
 - 1. A mirror and shelf above the lavatory.
 - 2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
 - 3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
 - 4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
 - 5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
 - 6. A disposable toilet seat cover dispenser.
 - 7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
 - 8. A floor drain.
 - 9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.
 - Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour. The exhaust fan systems shall be provided with a 24/7 seven day clock to allow programming.

3.37 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at http://www.epa.gov/watersense/.

3.38 JANITOR CLOSETS (JUN 2012)

- A. Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.
- B. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.39 HEATING AND VENTILATION—SHELL (WAREHOUSE) (MAY 2014) MODIFIED

Temperature control for all warehouse areas shall be provided by ceiling mounted heating equipment capable of maintaining a minimum temperature of 55 degrees Fahrenheit (with all doors closed) throughout the warehouse area during the heating season regardless of the outside temperature. Unit heaters shall be controlled by individual thermostats mounted in the area of the unit heaters, or controlled from a central master time clock of the 7-day type with a separate manual overdrive switch (12 hours) or other automatic means to permit setback of temperature at night and on weekends. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative. Central air rotation units will be acceptable if loading dock areas are equipped with unit heaters for direct heating over doors. In the warehouse area,

LESSOR: YK GOVERNMENT:

LEASE NO. GS-05P-LIL19468, PAGE 21

unit heaters shall be mounted tight to the ceiling for maximum headtoom. Lessor shall provide ventilation/air circulation in accordance with [the latest version of ASHRAE 62.1].

- B. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch likes, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.
- C. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- D. <u>Equipment Performance</u>. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.
- E. <u>Ductwork Re-use and Cleaning</u>. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- F. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.
- G. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8. Final filters shall have a MERV efficiency of 13.
- H. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- I. INTENTIONALLY DELETED
- J. Warehouse and Office areas: HVAC systems must conform to the locally approved building code.
- 3.40 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)
- A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - 1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
 - 2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
 - 3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
 - 4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
- C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.
- 3.41 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)
- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor shall allow the Government's designated telecommunications provider's access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.
- D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.
- 3.42 LIGHTING: INTERIOR AND PARKING—SHELL (WAREHOUSE) (MAY 2014) MODIFIED

Warehouse/Storage Space & Overall:

LESSOR: YE GOVERNMENT:

LEASE NO. GS-05P-LIL19468, PAGE 22

- A. Lessor shall provide a minimum lighting level of 20 foot-candles, as measured 30 inches above the floor, in aisles and open storage areas in the warehouse Space with the storage racks full. Lessor shall provide a minimum lighting level in the shipping and receiving areas of 30 foot-candles, when measured 30 inches above the floor. Lessor must provide lighting that is equivalent to the energy efficiency requirements in any office areas. Lessor shall provide, as part of Shell Rent, 20 average foot-candles in all non-office areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided as part of Shell Rent in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.
- B. Occupancy Sensors: The Lessor shall provide ceiling mount occupancy sensors (over aisles and open areas), or scheduling controls through a building automation system (BAS) throughout the storage portion of the Space in order to reduce the hours that the lights are on when a particular area is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after any BAS has shut down the building at the end of the workday.

C. Building Perimeter:

- Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels, (especially at loading dock doors), shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for transition areas and at least 2.5 foot candles for horizontal illumination at pavement with a vertical illumination of 1 foot candle 5 feet above the pavement and a uniformity ratio between 4:1 (horizontal) and 20:1 (vertical). Sodium vapor lighting fixtures are prohibited. Other codes or standards may restrict site lighting levels.
- If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass. See https://dx.dec.up/lightingplanguidelines.pdf

D. INTENTIONALLY DELETED

- E. <u>Parking Sensors</u>: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.
- F. <u>Exterior Power Backup</u>: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.43 ACOUSTICAL REQUIREMENTS (JUN 2012)

- A. <u>Reverberation Control</u>. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have a NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have a NRC of not less than 0.85.
- B. <u>Ambient Noise Control</u>. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
- C. <u>Noise Isolation</u>. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40

Offices: NIC 35

- D. <u>Testing</u>. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
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- 3.45 INTENTIONALLY DELETED
- 3.46 INTENTIONALLY DELETED
- 3.47 INTENTIONALLY DELETED

3.48 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - 1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - 2. No permanent diffusers are used;
 - 3. No plenum type return air system is employed;
 - 4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums
 and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

- A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The
 Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative
 humidity not greater than 60%).
- After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
- 3. Any deviation from this ventilation plan must be approved by the LCO.
- The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a MERV of 13 or better.
- 5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.
- 6. Protect stored onsite and installed absorptive materials from moisture damage.

3.49 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.50 LOADING DOCKS-SHELL (WAREHOUSE) (MAY 2014) MODIFIED

- A. Lessor shall provide a minimum of 1 loading dock(s) for the exclusive use of the Government. See Agency Special Requirements (Requirements for a Temporary Facility for the Records and Artifacts
- B. Lessor shall equip each dock with two moided rubber bumpers (at least 6 inches by 12 inches by 14 inches) and heavy-duty bump blocks (the dock must be fully protected with edge guards and dock bumpers). Lessor shall equip each dock with exterior ock seals to prevent the exchange of air from indoors to outdoors and vice versa when the trailer docked for loading or unloading. The entire loading dock bay shall be enclosed unless otherwise specified by Lessee. Lessor shall provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.
- C. Dock-high doors shall be a minimum of 8' wide by 10' high and shall be approximately 48" above finished exterior grade unless otherwise specified in the Agency Special Requirements. Doors shall be insulated (R8 or better) with 2" angled, metal track and manual push-up. Door shall be spring loaded to assist opening and to safe return to the closed position. Weather-tight seals shall be provided around all 4 sides of the doors.
- D. Drive-in doors shall be a minimum of 12' wide by 16' high unless otherwise specified in the Agency Special Requirements. The slope of the ramp shall not exceed 8.3% or by local code, whichever is more stringent. Doors shall be insulated (R8 or better) with 2" angled, metal track with chain hoist for opening and closing. Weather-tight seals shall be provided around all 4 sides of the doors.
- E. Lessor shall equip each dock with hydraulic dock levelers if exterior to the building, the entire loading dock bay shall be enclosed unless otherwise specified by Lessee. Any open loading docks must be covered at least 1,200 mm (4 feet) beyond the edge of the loading dock platform over the loading berth. Lessor shall provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.
- F. Lessor shall provide sufficient ventilation to remove carbon monoxide even when doors and windows are shut. Ventilation air intakes must be at least 25 feet away from loading docks, garage entries, and similar carbon monoxide contamination points. Docks shall be separated by at least 50 feet

in any direction from utility rooms, utility mains, and service entrances, including electrical, telephone/data, fire detection/alarm systems, fire suppression water mains, cooling and heating mains, etc. All regular and emergency fuel storage locations shall be located away from loading docks.

- G. All dock wells shall be level throughout. Each dock shall have an roll-up, coiling type industrial steel warehouse & dock door door with lock. The loading dock area shall be nearly flat with a 1:50 slope for drainage. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). When a steeper slope is required in the apron area, the headroom must increase with a gradient allowance to permit trucks to traverse the grade change. If the approach to the loading dock is ramped, the design must permit easy snow removal.
- H. Lessor shall equip each loading dock with adjustable lights capable of illuminating the truck or van interior. Each dock shall have either a trailer lock or wheel chocks chained to the platforms. Where specified by Government on Exhibit A (Floor Plans), the Lessor shall provide a ramp from the loading dock down to the vehicle parking area to facilitate deliveries from small trucks and vans. This ramp must have a maximum 8.3% slope. Public and loading dock access must not be from the same point of access (at least one personnel door shall be provided in addition to overhead doors).
- I. All docks shall provide shelter to people and materials in inclement weather. Operating controls for individual dock doors, dock levelers and lights shall be located on the interior wall adjacent to each dock door.
- J. Service dock access may be from an alley, from a below grade ramp, or from a site circulation drive. Lessor shall provide sufficient space for a 53 foot Semi truck to maneuver and service the facility, and also to screen the service drive as much as possible. The service drive must always be separated from access to the parking area. One-way design for service traffic is preferred in order to avoid the need for large turning areas. The service area of the facility must not interfere with public access roadways.

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L. Loading dock areas must be separated and visually screened (wherever practical) from the main public building entrance(s). Lessor shall provide an internal staging area adjacent to the loading dock. The staging area must not interfere with emergency egress from the building. Loading docks must have a direct route to freight elevators (if any) and be sized to accommodate the transport of supplies, equipment replacement parts, and building goods. If provided for, a dock manager's room must have visual control of the entire dock area as well as the building entrance and exit. Service circulation must be separated from public areas such as lobbies, corridors, and elevators. Loading dock stairs must be on the driver's left when backing into the dock. The grade of the apron must slope away from the loading dock and shall not exceed an 8.3% slope.

M. INTENTIONALLY DELETED

3.51 EMERGENCY POWER TO CRITICAL SYSTEMS (WAREHOUSE) (MAY 2014)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire alarm systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere within this Lease. Costs for emergency power to critical systems that are security requirements should be allocated to the BSAC cost component.

3.52 MECHANICAL AREAS AND BUILDING ROOFS (WAREHOUSE) (MAY 2014)

Roof access shall meet the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code or IBC (current as of the Award Date of this Lease).

3.53 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - LEASE (SEP 2014)

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.54 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture, as amended and annotated and previously

LESSOR: YK GOVERNMENT:

LEASE NO. GS-05P-LIL19468, PAGE 25

published in the Code of Federal Regulations, 36 C.F.R. part 61, and the GSA Qualifications Standards for Preservation Architects. These standards are available at: http://www.gsa.gov/HISTORICPRESERVATION Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

- B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.
- C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (WAREHOUSE) (MAY 2014) MODIFIED

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

- A. <u>DIDs.</u> For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space which reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:
 - 1. Generic furniture layout, wall, door, and built-in millwork locations;
 - 2. Telephone, electrical, and data outlet types and locations;
 - 3. Information necessary for calculation of electrical and HVAC loads;
 - 4. Work related to security requirements; and
 - 5. All finish selections.
 - 6. The Racking System Plan
 - The exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors.
- B. <u>DID Workshop</u>: In conjunction with the Government, the Lessor shall commit as part of shell costs to a 2-day DID workshop tentatively scheduled to begin, (provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs) month/day/year or 5 Working Days after award at the office of the Lessor's architect or an alternate location agreed to by the Government. The architect will provide full design services so that the DIDs can be completed during this conference. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease and the client agency build-out requirements as they apply to the Space. The Government will provide formal approval of DIDs in writing 3 Working Days from the conclusion of the DID workshop.
- C. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 20 Working Days following the approval of DIDs. The CDs shall also include the locations of HVAC equipment, lighting, plumbing (pipe lines), and roof drains with full dimensions. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 3 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs cocasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).
- D. <u>Government review of CDs</u>: The Government shall have 10 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.
- E. <u>The Lessor's preparation and submission of the TI price proposal</u>: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 15 Working Days following the end of the Government CD review period.
- F. <u>The Lessor's preparation and submission of the BSAC price proposal</u>: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within 15 Working Days following the end of the Government CD review period.

G. INTENTIONALLY DELETED

- H. <u>Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP)</u>: The Government shall issue NTP within 15 Working Days following the submission of the TI and BSAC price proposals, provided that both the TI and BSAC price proposals conform to the requirements of the paragraphs titled "Tenant Improvements Price Proposal" and "Building Specific Amortized Capital Price Proposal" and the parties negotiate a fair and reasonable price for TIs.
- 1. <u>Construction of TIs and completion of other required construction work</u>: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 60 Working Days following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify Tls already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2013)

The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described in the "Tenant Improvements Pricing Requirements"

paragraph) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2012)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing requirements described in the "Tenant Improvements Pricing Requirements" paragraph shall apply to BSAC pricing, except that pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013)

- A. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Ternant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15.403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.
- B. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.
- C. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete Independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.
- D. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI MasterFormat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table MasterFormat cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.
- E. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.
- F. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.
- G. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.06 GREEN LEASE SUBMITTALS (JUN 2012)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs.
- B. MSDS or other appropriate documents upon request for products listed in the Lease.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. <u>Construction waste management plan</u>: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

- G. <u>Building recycling service plan</u>: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs that includes:
 - A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 - 2. A description of how commissioning requirements will be met and confirmed.
- J. At completion of LEED®, documentation and receipt of final certification, along with two electronic copies of all supporting documentation for certification on compact disk.
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.07 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 10 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 5 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.08 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 10 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc., that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 CONSTRUCTION INSPECTIONS (APR 2011)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.11 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015)

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.
- B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.
- C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.12 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.13 AS-BUILT DRAWINGS (JUN 2012)

Not later than 30 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.14 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages ONE DAYS RENT for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.15 INTENTIONALLY DELETED

4.16 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

- A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:
 - 1. Legal fees
 - 2. Travel costs
 - 3. Insurance
 - 4. Home office overhead and other indirect costs
 - Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
 - 6. Municipal, county, or state fees (not related to sales tax)
 - TI proposal preparation costs
 - 8. Lessor's labor costs related to the management of the TI build-out.
- B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:
 - 1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
 - 2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
 - Conduct and document design and construction project meetings;
 - Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
 - 5. Maintain Request for Information (RFI), submittal, and change order logs; and
 - 6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (MAY 2014)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated as TIs within this section, or designated as TIs within the attached agency requirements, shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (JUN 2012)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 WINDOW COVERINGS (WAREHOUSE) (JUN 2012)

A. <u>Window Blinds</u>. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tls. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

5.04 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semigloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (SEP 2013)

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the Tls. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).
- HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 CEILINGS-TI (WAREHOUSE) (APR 2015) MODIFIED

Government designated office and related areas shall contain a complete acoustical ceiling system (such a ceiling system include grid and lay-in tiles or other Building standard ceiling system as approved by the LCO).

A. Ceilings in office and related areas shall be at a minimum 10 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

- B. Prior to closing the ceiling, Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- C. Should the ceiling be installed in the Space prior to construction of the TI, then Lessor shall be responsible for all costs for the disassembly, storage during construction, and subsequent re-assembly of ceiling components which may be required to complete the TI. Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TI.
- D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:
 - 1. Restrooms. Plastered or spackled and taped gypsum board.
 - Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an
 equivalent pre-approved by the LCO. Tiles or panels shall contain recycled content.
 - Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.
- E. INTENTIONALLY DELETED

5.10 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.11 PAINTING-TI (WAREHOUSE) (MAY 2014)

- A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.
- B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:
 - Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
 - All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
 - 3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per liter (g/L).
 - b. Non-flats: 150 g/L.
 - 4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
 - 5. Clear wood finishes:
 - a. Vamish: 350 g/L
 - b. Lacquer: 550 g/L.
 - 6. Floor coatings: 100 g/L.
 - 7. Sealers:
 - Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
 - 8. Shellacs:
 - a. Clear: 730 g/L
 - b. Pigmented: 550 g/L.
 - 9. Stains: 250 g/L.
- C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (APR 2015)

A. Broadloom carpet or carpet tiles meeting the requirements set forth in the specifications below shall be installed in all office areas. Office area floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED
 - Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.
 - Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials. Recycled content must be at least 10% post-consumer recovered content.
 - Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.
 - 4. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
 - 5. Performance requirements for broadloom and modular tile:
 - a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
 - b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
 - c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
 - d. Smoke Density: NBS Smoke Chamber—Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc.	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

- Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.
- 8. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING-TI (WAREHOUSE) (MAY 2014)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014)

- A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

LESSOR: YK GOVERNMENT:

LEASE NO. GS-05P-LIL19468, PAGE 33

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

- A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.
- B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
- C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
- D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING-TI (WAREHOUSE) (MAY 2014) MODIFIED

WAREHOUSE AREAS:

- A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking—Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open warehouse 20 foot candle plan plus shipping & receiving areas of 30 foot candles (Shell) are part of the TIs.
- B. Lighting for the warehouse, shipping, and receiving portions of the Space is detailed in Section 3 and is part of Shell.
- C. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease. Such additional lighting required to meet Security Requirements shall be BSAC.

OFFICE AREAS:

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES IN OFFICE AREAS WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SE

A. FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

LESSOR: GOVERNMENT:

LEASE NO. GS-05P-LIL19468, PAGE 34

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF. New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

- D. DAYLIGHTING CONTROLS: If the office portion of the Space is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in office work areas.
- E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through a building automation system (BAS) throughout the office portion of the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. Occupancy sensors only shall be installed in the non-office areas of the Space as part of Shell Rent. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after any BAS has shut down the building at the end of the workday.

5.20 LOADING DOCKS-TI (WAREHOUSE) (MAY 2014)

The Government will require hydraulic dock levelers or loading ramps for any warehouse dock (other than drive thrus) not already having dock high loading docks.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (WAREHOUSE) (MAY 2014) (MODIFIED)

- A. The Government's normal hours of operations are established as 6:00 AM to 6:00 PM, with some staff (such as guards) to operate 24 hours per day 7 days per week Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Janitorial services shall be performed during normal hours.
- B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (JUN 2012)

Upon request from the Lease Contracting Officer or Contracting Officer's Representative, the Lessor shall provide regular quarterly reports of the amount of all utilities consumed at the Building (except those consumed exclusively by other tenants in a multi-tenanted building) in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility. For example, electricity consumption shall indicate if it includes heating or air conditioning, and if so, whether just diffusers and heating are included in electricity consumption.

6.05 HEATING AND AIR CONDITIONING (WAREHOUSE) (SEP 2014) MODIFIED

- A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.
- B. In all office areas, during non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.
- C. In all office areas, thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.
- D. INTENTIONALLY DELETED
- E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- F. Normal HVAC systems' maintenance shall not disrupt tenant operations.
- G. INTENTIONALLY DELETED

6.06 OVERTIME HVAC USAGE (JUN 2012)

- A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.
- B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.
- C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lesson's right to receive any payment for such overtime utilities pursuant to this Lease.

6.06 INTENTIONALLY DELETED

6.07 INTENTIONALLY DELETED

6.08 INTENTIONALLY DELETED

6.09 SNOW REMOVAL (WAREHOUSE) (MAY 2014)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways, loading docks, dock ramps, and entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation specified in throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep sidewalks, walkways, loading docks, dock ramps, and entrances free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.10 MAINTENANCE AND TESTING OF SYSTEMS—WAREHOUSE (MAY 2014)

- A. The Lessor is responsible for the total maintenance, repair and replacement of the leased Premises, the Building, and the Property. Such maintenance, repairs and replacements include the site and private access roads, and all necessary repairs and replacements to the loading docks, ramps, levelers and all other associated equipment and features. All equipment and systems shall be maintained, repaired, and replaced to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.
- B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations or testing inspection, testing, and maintenance of fire protection systems, such as fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.11 MAINTENANCE OF PROVIDED FINISHES (WAREHOUSE) (MAY 2014) MODIFIED

- A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement.
 - 1. Lessor shall repaint common areas at least every three years.
 - 2. INTENTIONALLY DELETED
 - 3. INTENTIONALLY DELETED

B. Carpet and flooring.

- 1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
- 2. INTENTIONALLY DELETED
- Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture
 per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.
- Except when damaged by the Government, Lessor shall reseal flooring in warehouse areas whenever there are noticeable variations in surface color or texture.

6.12 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.13 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

LESSOR: YK GOVERNMENT:

LEASE NO. GS-05P-LIL19468, PAGE 37

6.14 IDENTITY VERIFICATION OF PERSONNEL (MAY 2014)

- A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.
- C. Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
 - MANUAL PROCESS: The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at http://bookstore.gpo.gov), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.
 - 2. ELECTRONIC PROCESS: The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:

a) How to Log In

b) How to Answer and Create New Golden Questions

c) What Additional Documents to Send

d) To Print and Sign two Signature Forms (Certification That My Answers Are True)

e) To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process

f) Where to Send.

The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:

- a) Two FBI Fingerprint Cards (Form FD-258) or one card produced by a livescan device,
- b) Certification That My Answers Are True
- c) Authorization for Release of Information.
- D. The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.
- E. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
- F. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.
- G. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.15 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 30 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.16 LANDSCAPING (JUN 2012)

LEASE NO. GS-05P-LIL19468, PAGE 38

- A. Landscape management practices shall prevent pollution by:
 - 1. Employing practices which avoid or minimize the need for fertilizers and pesticides:
 - 2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. Composting/recycling all yard waste.
- B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

LESSOR: YK GOVERNMENT:

C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

6.17 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.18 INTENTIONALLY DELETED

6.19 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.20 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (MAY 2014)

This paragraph applies to all recipients of SBU Building Information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

- A. Marking SBU. Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If GSA identifies SBU content, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.
- B. <u>Authorized SBU Recipients</u>. SBU Building Information must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building Information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building Information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building Information to public safety entities.

C. <u>Dissemination of SBU Building Information</u>:

- 1. Electronic Transmission. Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the http://csrc.nist.gov/groups/STM/cmvp/validation.html#02. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building Information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at https://www.acquisition.gov that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building Information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.
- Non-Electronic Form or on Portable Electronic Data Storage Devices. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.
 - a. <u>Mail</u>. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
 - b. <u>In Person.</u> Contractors must provide SBU Building Information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.
- 3. Record Keeping. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum
 - The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
 - b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
 - Contact information for the named individual; and
 - d. A description of the SBU Building information provided.

LESSOR: YK GOVERNMENT:

LEASE NO. GS-05PJ II 19468 PAGE 39

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO. For Federal buildings, final payment may be withheld until the lists are received.

- D. <u>Retaining SBU Documents</u>. SBU Building Information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.
- E. <u>Destroying SBU Building Information</u>. SBU Building Information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at http://csrc.nist.gov/publications/PubsTC.html#Forensics. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF.and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.
- F. Notice of Disposal. The contractor must notify the LCO that all SBU Building Information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.
- G. <u>Incidents</u>. All improper disclosures of SBU Building Information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building Information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.
- H. <u>Subcontracts</u>. The Contractor must insert the substance of this paragraph in all subcontracts.

6.21 INDOOR AIR QUALITY (MAY 2014)

- A. The Lessor shall control contaminants at the source and/or operate the Space, as well as in space serving the Space (e.g., common use areas, janitorial closets, mechanical rooms, HVAC systems, etc.), in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO2 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds; outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:
 - 1. Making available information on Building operations and Lessor activities;
 - 2. Providing access to Space for assessment and testing, if required; and
 - 3. Implementing corrective measures required by the LCO.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:
 - 1. The Space;
 - 2. Common Building areas;
 - 3. Ventilation systems and zones serving the Space; and
 - The area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.
- 6.22 INTENTIONALLY DELETED
- 6.22 INTENTIONALLY DELETED

LESSOR: YK GOVERNMENT:

6.23 INTENTIONALLY DELETED

6.24 HAZARDOUS MATERIALS (WAREHOUSE) (MAY 2014)

- A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.
- B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.
- C. All hazardous materials stored in the Space must be kept and maintained according to applicable Federal, State, and local environmental regulations. The Government will notify Lessor of any hazardous materials it will store in the Space.

6.25 MOLD (SEP 2013)

- A. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.
- B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).
- C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant (the Inspector) who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the Space for the presence of actionable mold or mold indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the Report) to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of actionable mold or indicators in the leased Space.
- D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alternations.
- E. If the Report indicates that actionable mold or indicators are present in the leased Space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: (1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the Plan) and within 90 days after the Government's approval of the Plan, remediate the actionable mold or the indicators in the leased Space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the actionable mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased Space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and (2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased Space of the nature, location and schedule for the planned remediation and reasons therefore.
- F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.
- G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
- H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

6.26 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.27 FLAG DISPLAY (SEP 2013) MODIFIED

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Government shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

6.28 PORTABLE FIRE EXTINGUISHERS (WAREHOUSE) (MAY 2014)

Lessor shall provide, inspect, and maintain portable fire extinguishers in accordance with NFPA No. 10.

EASE NO. GS-05P-LIL19468, PAGE 41	LESSOR: YK_ GOVERNMENT:	GSA FORM L201WH (05/15)
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6.29 INTENTIONALLY DELETED

Lessor must provide trash dumpster service for the Space on a weekly basis. Lessor must provide an outdoor area for dumpsters, each measuring feet high 6 feet wide 6 feet long, conveniently located to the Government's loading area for the trash dumpsters at no additional charge to the Government.

6.29 INTENTIONALLY DELETED

6.30 ACCESS TO BUILDING INFORMATION (MAY 2014)

Building Information—including mechanical, electrical, vertical transport, fire protection and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The LCO may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the Building directory.

LESSOR: YK GOVERNMENT:

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (MAY 2014)

The Lessor agrees to the requirements of attached to this Lease.

7.02 AGENCY SPECIAL REQUIREMENTS

The Agency Special Requirements (Requirements for a Temporary Facility for the Records and Artifacts (override the Request for Lease Proposals and Lease should there be a conflict between the documents.



7.03 THE FOLLOWING PARAGRAPHS HAVE BEEN MODIFIED IN THIS LEASE:

- 1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)
- 1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)
- 1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)
- 1.06 RENT AND OTHER CONSIDERATION (APR 2015)
- 3.28 FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) (APR 2015)
- 3.39 HEATING AND VENTILATION-SHELL (WAREHOUSE) (MAY 2014)
- 3.42 LIGHTING: INTERIOR AND PARKING-SHELL (WAREHOUSE) (MAY 2014)
- 3.50 LOADING DOCKS-SHELL (WAREHOUSE) (MAY 2014)
- 4.01 SCHEDULE FOR COMPLETION OF SPACE (WAREHOUSE) (MAY 2014)
- 5.09 CEILINGS-TI (WAREHOUSE) (APR 2015)
- 5.19 LIGHTING: INTERIOR AND PARKING—TI (WAREHOUSE) (MAY 2014)
- 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS
- 6.05 HEATING AND AIR CONDITIONING (WAREHOUSE) (SEP 2014)
- 6.11 MAINTENANCE OF PROVIDED FINISHES (WAREHOUSE) (MAY 2014)
- 6.27 FLAG DISPLAY (SEP 2013)

7.04 INSURANCE REQUIREMENT

- A. The Lessor shall be responsible for the recovery of materials damaged as a consequence of defects in the Building and not caused by the negligence of the tenant. Lessor acknowledges that the materials to be stored within the Premises are irreplaceable records, and that any damage to said materials for which the Lessor is responsible must be restored in accordance with the standards set forth at Exhibit E How to Use NARA's Blanket Purchase Agreement.
- B. Lessor shall additionally pay for and maintain the following policies of insurance covering the Government's personal property and records stored in the Leased Premises, which insurance shall be obtained from companies satisfactory to the Government:
- C. Commercial General Liability and Property Casualty Insurance, including but not limited to, coverage for personal injuries with limits of not less than \$2,000,000.00 combined single limit for death, personal injury and property damage, per occurrence, including the Government and GSA as additional insureds.
- D. Each policy shall expressly provide that it shall not be subject to cancellation or material change without prior written notice to GSA. A certificate of insurance showing evidence of such insurance shall be furnished to the GSA Lease Contracting Officer prior to Lease commencement.
- E. This remedy is not exclusive and is in addition to any other default remedies available under this lease or the law.

LESSOR: YK GOVERNMENT:

LEASE NO. GS-05P-LIL19468, PAGE 43

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Requirements for a Temporary NARA Facility for Records and Artifacts.

PLEASE NOTE: 1. The Agency Special Requirements (Requirements for a Temporary Facility for the Records and Artifacts of the Obama Administration) shall override the Request for Lease Proposals and Lease should there be a conflict between the documents. 2. Change "Warehouse" to "holding areas" for general storage space.

Overview:

The National Archives and Records Administration (NARA) is charged with the care of and access to the records and other materials documenting the activities of the Federal government. NARA must identify temporary space in which to store these materials. The temporary space must be appropriate for the care and preservation of archival textual and non-textual records, or other historical materials, and a vast array of artifacts—three-dimensional holdings received by the Government and other objects or items of Governmental activity. NARA is seeking to lease space to temporarily store records and artifacts which the Government is required to preserve. This document addresses high-level and more detailed requirements for the temporary facility. Security requirements for the facility can be found in a separate document, "Architecture and Design Security Standards."

High-level Requirements Summary

- The facility building must be sited a minimum of five feet above and 100 feet from any 100 year flood plain areas.
- A single tenant facility is preferred. A multi-tenant facility will be considered only if the other tenant(s) are federal government entities.
- The building is designated a (7) (7) (F) to include a 45' security setback, as indicated in the detailed security documents previously provided. However NARA will also work with GSA throughout the process to determine those buildings that can be modified to mitigate security risks.
- The building must have a minimum of 50 onsite parking spaces if public transportation and/or street parking is available.
- The building must be at least 60,000 BOMA sq ft. An additional 10,000 to 15,000 square feet may be requested later, depending on a potential digitization project.
- The building must be a Class A property.
- Areas to be outfitted as storage and processing rooms must have a broom clean, level floor on a concrete floor slab with a load baring capacity of at least 250 lbs per square foot.
- The building must provide a minimum of 10-foot high clear ceiling height in office areas.
- The building must provide a minimum of 15-foot high ceilings in holdings storage areas.
- All interior sq footage must be on a single level at ground level or accessible without use
 of interior elevators or stairs; single store, on grade.
- The building must be of sound and substantial construction and have potential for efficient layout.
- The base structure of the building, including the exterior and building enclosure components, must be complete along with major building systems services, such as



plumbing, electrical, HVAC, fire protection (NFPA 13 sprinklers) systems, and must meet life safely (NFPA 101).

- Roof must be in good repair with no known leaks or structural defects.
- Building must have access to telecommunications line from the street.
- The building must have a loading dock that can accommodate at least 53-foot long trailers. Two loading dock bays are strongly preferred.
- Parking spaces must not be stacked and cannot be underground.
- (b) (7)(F)
- All parking will be controlled and must be available 24 hours a day.
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Detailed Requirements

Siting

- Building site locations must consider environmental conditions such as wind, light, drainage, and other site effects on the operations of the building.
- The site must be large enough to accommodate site access and service roads, and sufficient parking. The site must be sufficient to accommodate a turning radius for a 53-foot delivery truck and provide circulation for trash pickup from designated dumpster areas. The site must also be large enough to provide separation between drop off areas, parking, loading, and the building to provide for at least (b) (4).

 Interagency Security Committee Standards; also see the Security Standards document for more information.

Landscaping:

• If possible, vegetation should not be planted within 18 inches of the foundation to reduce the potential for the entrance of pests and insects into the building. This vegetation-free zone must be sloped away from the foundation and consist of gravel or decorative aggregate with appropriate drainage. Existing trees must be far enough away from the building so that they do not touch or overhang the roof.

Floodplain:

• NARA requires that any Library structure or supporting building (such as a cooling/heating plant, parking garage, storage facility, or emergency generator support building) must be located at least 5 feet above and 100 feet away from any 100-year flood level (floodplain).

Emergency Vehicle Access:

• See A&D Security Standards Section A(9)

Storm Drainage System:

- The storm drainage system conveys storm water collected on site to an acceptable point of discharge. A storm drainage system may consist of an open system of ditches, channels, and culverts or of a piped system with inlets and manholes.
- In most cases, building roof drainage must be collected by the plumbing system and discharged into the storm drainage system. The storm drainage system must be designed for a 25-year storm frequency, unless local criteria are more stringent.





Pools and Fountains:

Pools, fountains, and their related equipment are prohibited on any grounds and within the building and NARA will not assume the liability of operating or maintaining any pools or fountains or their related equipment. Pools, fountains, and their related equipment may be located on grounds not maintained by NARA, provided that the pools, fountains, and equipment are a minimum of 75 feet from the nearest NARA structure and that the pool or fountain is at least 10 feet below the foundation of the NARA structure. Potable water may not be used for pools or fountains.

General Building Criteria

Codes and Standards:

The facility must meet applicable GSA/PBS, IBC, and local building codes.

Structural Integrity against Fire and Other Disasters:

• The facility must be constructed with non-combustible materials and building elements, including roofs, walls, columns, and floors. The facility must be designed in accordance with local and national building codes to provide protection from building collapse or failure of essential equipment from earthquake hazards, tornadoes, hurricanes, and other potential natural and industrial disasters.

Longevity of Construction:

- All mechanical, electrical, plumbing, IT infrastructure, telecommunications, and other
 building systems must be designed to allow easy and cost-efficient maintenance. System
 components, such as Heating, Ventilation, and Air Conditioning (HVAC) filters, must be
 located so they can be accessed and serviced with a minimum of effort and expense.
 Design documents must show required maintenance access (i.e., coil pull areas, filter
 replacement access, lamp replacement access, etc.). Doors and access corridors should be
 located to facilitate future replacement of equipment. Local service providers must be able
 to service equipment such as fire detection and suppression systems, specialized HVAC
 systems, cabling conduits, electrical wiring, telephone lines, etc.
- Class A and Environmentally Preferable materials. Interior building finish materials, wearing surfaces, wall covering, cabinets, equipment, and other features of the building must be selected to have long wear capabilities and must be capable of meeting the demands of a public facility. They must be durable, easy to clean and maintain, and meet Class A building standards as defined by the Building Owners and Managers Association. Finishes must also have flame and smoke spread limitations.

Leak-proof Design and Construction:

- Roofs over all holdings storage areas must have a minimum ½ inch per foot slope or must be otherwise designed to ensure roof drainage and to prevent ponding. If low points of roof drainage are located over storage areas and processing rooms, gutters beneath lateral draining and enclosure of vertical risers are required. All roofs must be provided with a separate overflow drainage system. All drains and traps must be screened to prevent pests from entering the building through the plumbing system.
- If possible, new equipment should not be located over any holdings storage areas or processing rooms. When major equipment is located above or adjacent to holdings storage, special precautions must be taken to guard against water infiltration. These measures may include drain pans, recessed floors, and sump pumps.
- Piping (with the exception of sprinkler piping) should not run through or directly above any holdings storage areas or processing rooms.
- Holdings storage areas and processing rooms must not be located below grade.
- Holdings storage areas and processing rooms must never be located under parking lots, plazas, driveways, or roadways where traffic can impact the integrity of the roofing system and cause leakage into storage areas. They also must never be located under gardens, courtyards, or plazas.

ADA Accessibility Requirements:

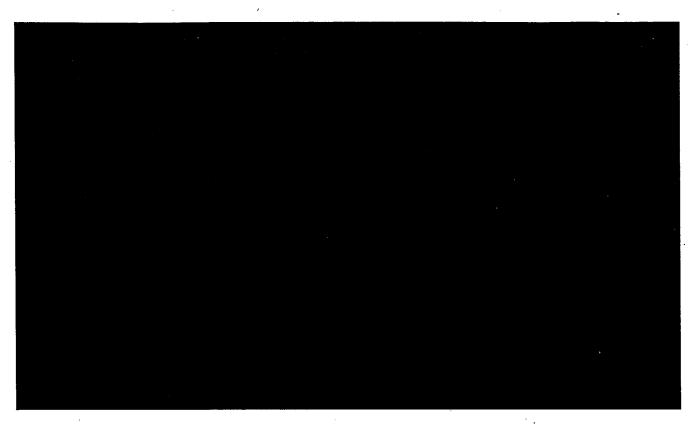
 Access to buildings and grounds must comply with Federal regulations implementing the Architectural Barriers Act (42 U.S.C. 4151), the Americans with Disabilities Act (ADA) (42 U.S.C. 12101), and the Rehabilitation Act (29 U.S.C. 701), Section 504.

Loading Dock:

- The loading dock must be designed to accommodate a 53-foot tractor trailer with sufficient room for the truck and trailer to maneuver into the loading dock area. The loading dock must have one loading bay (two preferred). Door height to the loading dock must allow for height differences in a loaded and unloaded truck and trailer. The 48" high platform must have a dock leveler to receive trucks of varying heights. Loading dock area must be sized to allow use of fork lift. Dock doors should be equipped with dock door seals.
- The loading dock must allow protection from the weather during unloading.
- Exterior overhead doors at loading docks and service entrances to the loading dock must have a one-hour fire rating to protect the loading dock from exterior fire exposures.
- The loading dock must be kept under negative air pressure relative to the storage areas and processing rooms of the facility.







Insulation and Vapor Barriers:

- NARA requires the following minimum building envelope insulation requirements. Where the local or national code exceeds these minimum requirement values, the A&E firms must use the most extensive local or national codes.
 - o Minimum roof insulation standard is R-30
 - Minimum wall insulation standard is R-19
 - o Minimum window wall insulated panel standard is R-10
 - o Insulated glazing is required throughout the facility
- Insulation materials used for the building must be tested for fire performance characteristics as determined by the American Society of Testing and Materials (ASTM) test method indicated below:
 - o Surface Burning Characteristics: ASTM E-84
 - o Fire Resistance Ratings: ASTM E-119
 - o Combustion Characteristics: ASTM E-136

Building Enclosure

A continuous air barrier must be installed as part of the entire exterior wall and roof
construction of the Library, including appropriate flashing at all transitions between
materials and building systems and all penetrations in the exterior enclosure. All operable

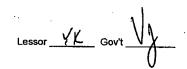
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- penetrations in the building envelope such as doors and windows must be fitted with seals and weather stripping to minimize infiltration.
- Within the building envelop, holding storage areas and processing rooms which have specific temperature and humidity requirements must be separated from other parts of the building by a non-permeable air barrier. Relevancy of this requirement will depend upon the building and how storage rooms are constructed within and cost.
- Joints in exterior building systems and between exterior building systems must be provided with appropriate flashing and properly designed sealant joints.
- The main building entrances must include a vestibule to control infiltration at these major points. Secondary exterior doors, including fire exits, overhead doors at the loading dock, and staff entrances must be provided with doors that securely seal when closed to prevent infiltration of air, dust, and pests. Doors from all textual, nontextual, electronic, artifacts storage areas and processing rooms must have air tight and fire rated weather stripping. The maximum clearance around doors including between door and frame, between meeting edges of doors, and between the door and sill or floor must not exceed a one-eighth-inch gap. All such gaps must be protected by gasket type weather- stripping.
- Doorways, duct runs, sprinkler runs, and all other penetrations in storage rooms must be well-sealed (i.e., fire-stopped) as appropriate to limit the flow of air in and out of the room.

"Smart" Building (Computer and Communications cabling/cable ways):

This section describes NARA's requirements for data, voice and other communications infrastructures and includes the 2006 requirements for a NARA computer communications system. Prior to acceptance of the facility, the following conditions must be met. However, due to the rapid changes in technology, the designers must consult with NARA information technology (IT) staff to determine the most current technical specifications, including network, hardware and software specifications.

- 3.35.1 The building should comply with the most current version of the Commercial Building Wiring Standards and Building Infrastructure Standards:
 - 3.35.1.1 TIA/EIA-568-A-1995 covering commercial building telecommunication wiring standards.
 - 3.35.1.2 TIA/EIA-578-A updates.
 - 3.35.1.3 TIA-568-B.1-2000 updates covering commercial building telecommunications wiring standards.
 - 3.35.1.4 TIA/EIA-569-A-1995 covering commercial building standards for telecommunications pathways and spaces.
 - 3.35.1.5 TIA/EIA-606-1994 covering building infrastructure administration standards. (Not network management systems.)
 - 3.35.1.6 ANSI/BICI 002-2011 Data Center Design and Implementation Best Practices
- 3.35.2 The building should provide network wireless access to the public and staff via wireless access points (WAP). The contractor will survey the public and staff spaces for population density and structural layout and identify the number and location of WAPs throughout the building.



- 3.35.3 NARA has a requirement for the design and installation of a Neutral Host In-Building Multi-band Cellular Distributed Antenna System (DAS) in order to provide cellular voice and data coverage inside the facility.
 - 3.35.3.1 The Vendor must provide all management, supervision, personnel, engineering, equipment, tools, materials, spare parts, subcontractors, and transportation necessary to design, install, maintain, adjust, and repair all the DAS systems and components.
 - 3.35.3.2 The Vendor will adhere to: 1) the manufacturer's recommendations and specifications; (2) industry standards and codes including but, not limited to National Electric Safety Codes, National Electrical Code, etc; (3) Federal, State, and local regulations; (4) Federal environmental standards; (5) Federal Communications (FCC) guidelines; and (6) Occupational Safety and Health Administration (OSHA) regulations.
 - 3.35.3.3 The Vendor shall design, install, and maintain a DAS that provides voice and data cellular communications coverage for the facility. The system shall provide cellular voice and data coverage including all office areas, conference rooms, stacks, and meeting areas of the facility. The design shall be based on providing an active solution, designed for a -85dBm⁵ or better over 95% of the space. In-building signal amplification system shall be required to provide coverage at Delivered Audio Quality (DAQ) 3.4 level or above.

- 3.35.3.4 The DAS system shall be carrier format neutral and be capable/scalable of supporting Wireless Service Providers (WSP) associated frequencies at time of install. The DAS system must be compatible with current cellular carrier frequency and data requirements and be adaptable to emerging technologies as well as supportable to facilitate current and future re-banding efforts. The DAS head end is expected to be rack- mounted for the purpose of scalability.
- 3.35.3.5 The Vendor shall be responsible for coordinating all of the WSPs identified above to obtain approval(s); to obtain specifications for the systems; coordinate and implement the connectivity requirements of each individual carrier to their respective systems; and to obtain broadcast approvals from those carriers.



⁵ dBm is an abbreviation for the power ratio in decibels (dB) of the measured power referenced to one milliwatt (mW)

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Energy Conservation:

- NARA Recommends using PBS Energy Standards.
- Temperature and humidity parameters for storage areas and processing rooms of the proposed building set by the NARA staff are not subject to modification in the name of energy conservation.



Post Occupancy

• Adjustments to the HVAC and lighting equipment must be provided to meet the requirements established in this document.

Roofing and Skylights

• See Leak-proof Design and Construction

Skylights are prohibited over holdings storage areas and sloped glazing may not be used.
 Sloped glazing defined as field-assembled windows or roof accessories designed to admit light are prohibited in these areas.

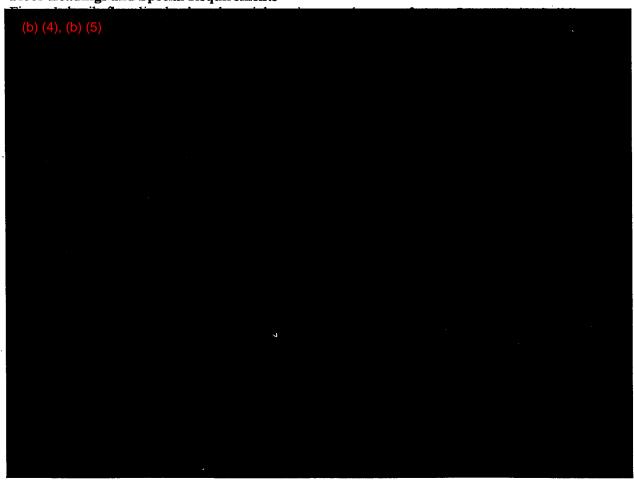
Roof Drainage

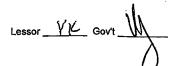
 Newly installed roof drains and drain piping should not run over or through holdings storage areas and processing rooms. If existing, drains and piping may require special mitigation like drain pans and water sensors/alarms.

Roof-mounted Equipment:

- NARA prefers that major HVAC equipment not be located above holding storage areas
- For existing buildings, roof-mounted equipment should be mitigated by drip pans and water sensors/alarms.
- The building rooftop configuration must provide the space and strength to accommodate equipment for satellite, microwave, and cellular telephone antennae.

Floor Loadings and Special Requirements







Heating, Ventilation, and Air Conditioning

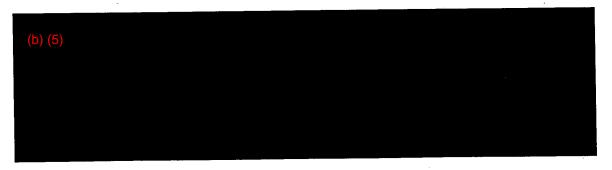
All systems in holdings storage areas and processing rooms must continue to be monitored to ensure compliance with NARA standards.

General approach:

- The HVAC system must undergo a pre-occupancy purge sufficient to test all systems and to remove construction dust from the ductwork and system components. Environmental conditions specified in this document (Figure 2) must be met prior to acceptance of the building and occupancy. NARA will continue to monitor all HVAC systems, using dataloggers (Preservation Environmental Monitors or PEMs) to ensure continued compliance with NARA standards
- Throughout the lease period the landowner must make any adjustment necessary to maintain the environmental requirements required in this document. NARA will monitor the temperature and relative humidity conditions in the storage and processing areas using Preservation Environmental Monitors (PEM2®) and will use this data to confirm compliance with requirements in Figure 2. Temperature and Relative Humidity Standards. See https://www.imagepermanenceinstitute.org/environmental/pem2-datalogger

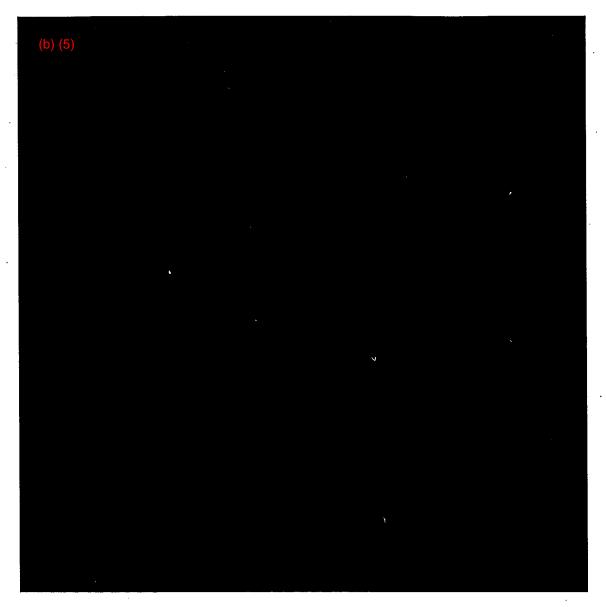
HVAC Design Criteria:

Temperature and Relative Humidity Standards:



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Ductwork:

• The ductwork inside storage areas and processing rooms must be kept at a minimum while supplying the required critical environments specified in <u>Figure 2</u> and <u>Figure 3</u>. Location of the vents and return ducts must provide even air mixing and a constant environment throughout the space while maintaining and maximizing useable space for storage equipment.

Electrical Systems:

General design criteria:

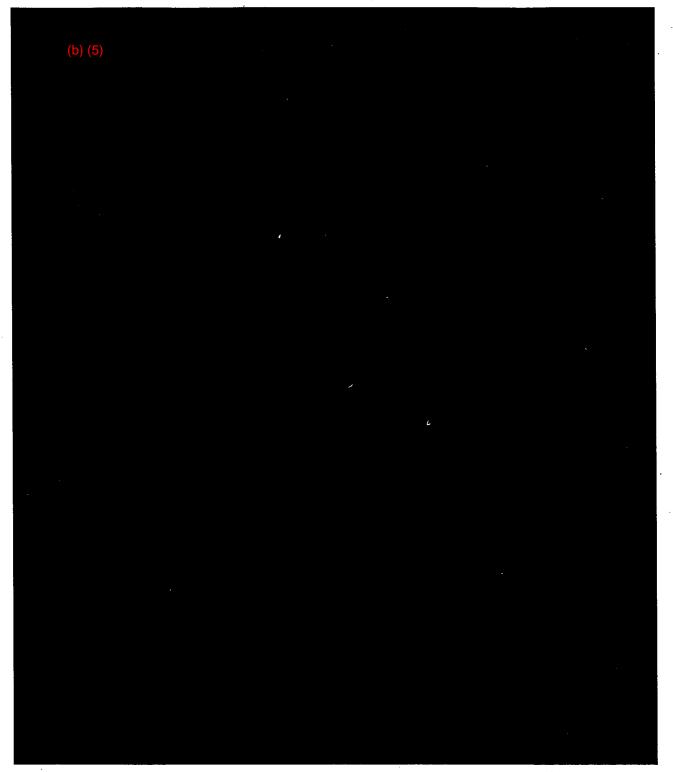
- Wiring, electrical components, and electrical appliances must comply with NFPA 70, National Electrical Code.
- Within storage areas and processing rooms, motors are limited to 1 hp.

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Fire and Life Safety

- General fire and life safety for occupants and visitors is provided in NFPA 101, Life Safety Code, and these requirements must be included
- Specialized NFPA guidance: Fire protection design criteria and criteria for planning for fire emergencies for libraries, museums, archives, and record centers are provided in the following NFPA publications. These guidelines must be used as a source of information during the planning of fire protection systems and construction:
 - NFPA 13, Standard for the Installation of Sprinkler Systems
 - NFPA 14, Standard for the Installation of Standpipe and Hose Systems (coordinate connections with local fire department and utility comp.)
- Design considerations: Fire protection design must include the following critical elements:
 - o Compartmentalization of spaces to prevent migration of fire.
 - o Structural design to prevent building collapse and allow the building to remain operational after a fire.
 - o Alarms and alarm communications to signal presence and location of fire.
 - o Means of egress for visitors and staff.
 - Control of smoke migration within the building and through the building systems.
 - Fire suppression through an automatic suppression system. The fire suppression system must be designed to limit the maximum anticipated loss from any single fire event to a maximum of 100 cubic feet of holdings destroyed.
 - o Water supply to the building and site.
 - o Sprinkler systems for holdings storage areas must be zoned separately from other building areas.
 - o The quantity of holdings stored in a single fire compartment must not exceed 125,000 cubic feet.
 - Construction materials used in walls, ceilings, and floors must be rated as Class
 2 (flame-spread rating of 25 or less) as tested according to the ASTM E-84 and must have a smoke development rating below 450.
 - o Ignition prevention through the choice of furniture, wall covering, and fixtures that lower the flame spread and smoke generation.
 - o Furniture and equipment must also be chosen with the lowest possible flame spread ratings.
 - o Roof rated for fire resistance at 1/2 hour minimum, 1 hour maximum.

18



Mandatory NFPA Standards:

- Fire protection design features must be provided as required by the National Fire Protection Association (NFPA) National Fire Code. Applicable standards are listed as follows.
 - o General fire and safety:
 - NFPA 101, Life Safety Code
 - NFPA 78, Lightning Protection Code
 - NFPA 110, Emergency and Standby Power Systems (Type 10, Class 6, Category A or B, Level 1 system is required.)
 - Sprinkler and fire suppression codes:
 - NFPA 20, Installation of Centrifugal Fire Pumps
 - NFPA 22, Water Tanks for Private Fire Protection (2-hour supply needed)
 - NFPA 24, Installation of Private Fire Service Mains
 - NFPA 25, Inspection, Testing, and Maintenance of Water-Based Fire

Protection Systems

- NFPA 26, Supervision of Valves Controlling Water Supplies
- NFPA 13, Installation of Sprinkler Systems
- NFPA 10, Portable Fire Extinguisher
- NFPA 14, Standpipe and Hose Systems (coordinate connections with local fire department and utility company)
- NFPA 75, Protection of Electronic Computer/Data Processing Equipment
- NFPA 92A, Smoke Control Systems
- NFPA 17, Standard on Dry Chemical Extinguishing Systems.
- Fire stops, including mechanical piping, electrical risers: ASTM E-814, Standard Test Method for Fire Tests of Through-Penetration Fire Stops
- Smoke detection and alarm systems: NFPA 72, National Fire Alarm Code

Finishes

Gaseous Pollutants:

- The specification of all finishes in the facility must minimize outgassing, especially in holdings storage areas and processing rooms
- NARA must approve all carpets, paints, varnishes, wall coverings, sealants, caulks, gaskets, weather-stripping, insulation, and other construction and finish materials in holdings storage areas and processing rooms.
- Sufficient time to undertake testing must be incorporated into planning and construction schedules; NARA should be involved in discussion of materials proposed for use in storage areas and processing rooms.
- Although NARA will need to test many of the construction materials and finishes used
 in the facility, careful selection of proposed materials will eliminate the products most
 likely to outgas significant quantities of harmful, unacceptable pollutants. In general
 propose paints, sealants, caulks, wood products, foams, and other materials rated as



having low or no VOC emissions. Resources for selecting materials that are the most likely to be approved by NARA include:

- o GREENGUARD Environmental Institute Product Guide http://www.greenguard.org/en/quickSearch.aspx
- Collaborative for High Performance Schools (CHPS) Low-Emitting Materials criteria. Reference the High Performance Products Database (beta) http://www.chps.net/dev/Drupal/node/445

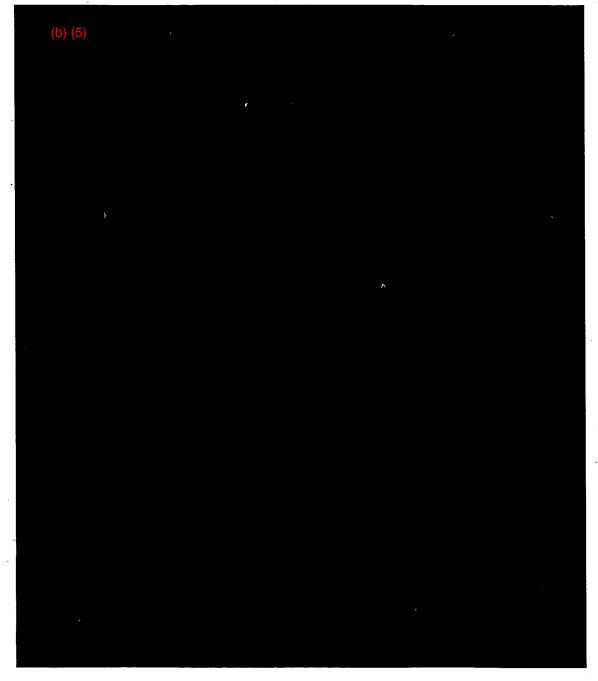
Prohibited Materials:

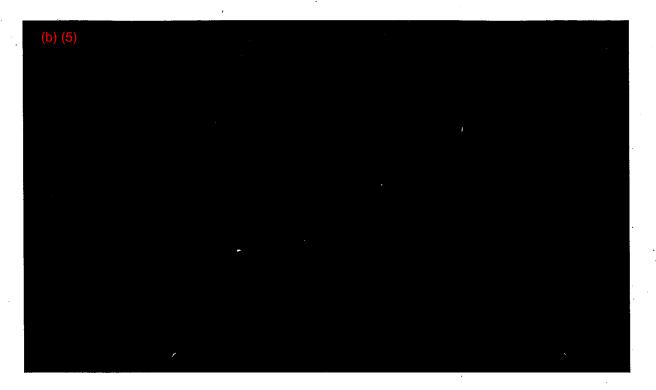
- The following materials are prohibited from use in holdings storage areas and processing rooms. These materials should not be used anywhere else within the facility.
 - o Cellulose nitrate lacquers and adhesives
 - o Cellulose diactate fabrics
 - o Polyurethane products, especially foams and carpet pads but including most polyurethane paints and varnishes
 - o Oil-based and alkyd resin paints and varnishes, and oil-based caulks and glazing compounds. Note that 100% latex paint that is based on vinyl acrylic, or styrene acrylic latex is acceptable.
 - Acid-curing silicone sealants and adhesives or similar products that emit acetic acid during cure
 - o Products that release ammonia during cure
 - o Sulfur containing materials that could release SO2 such as natural and synthetic sulfur vulcanized rubber, animal glue, wool, sulfur-based dyes, and disodium phosphate fire retardant treatments
 - o Many pressure sensitive adhesives and contact cements and adhesives
 - o Many Polyvinyl chlorine polymers (PVCs)
 - Formaldehyde emitting compounds, especially urea-formaldehyde, such as might be found in particleboard, interior-grade plywood, and formaldehyde-finished fabrics and wall coverings
 - Woods and woods based products (especially such as oak known to have high acid content). Wood products must not be used inside holdings storage areas and processing rooms.
 - Vinyl (indicates a caution)
 - o Amine based products
 - o Biocides
 - O Unsealed concrete, due to its production of fine particulate, alkaline dust. All exposed concrete slabs should be sealed to prevent dusting over time.

Storage Areas and Processing Rooms:

 Generally the floor, walls, and ceiling in storage areas and processing rooms must be primed and painted to prevent dust.

- o A water-based acrylic latex paint approved by NARA must be used for walls and ceiling. Certain exceptions, for example for metal components, may be allowed.
- Storage floors must be concrete, level, and sealed to prevent dust and provide an
 easily cleanable surface. A low VOC paint, sealant or coating approved by NARA
 must be used.





Use of Wood Products:

 Wood products must not be used inside holdings storage areas or processing rooms, and wood products must be limited to the fullest extent possible in research rooms to prevent damage to holdings.

Lighting

- Motion or occupancy sensing activation of selected artificial lighting is required in storage rooms. Natural lighting must be excluded from storage areas and processing rooms altogether.
- The lighting design must also allow for control of light levels at individual work stations or task areas.

Figure 5: Lighting

Area	Light Level in Lux as measured 36" above floor level	Maximum UV Level in microwatts per lumen	Dimmers or Sensors Required
Storage Rooms	200-500	10	occupancy sensors
Processing Rooms	200-500	10	occupancy sensors
Research Rooms	200-500	10	occupancy sensors

Processing Rooms:

 Measurements of the light falling in the storage areas and processing rooms must be evaluated, and UV filters fitted on windows, florescent tubes, or other lighting fixtures to meet these requirements

Emergency Lighting:

 The building must be provided with emergency exit lighting as required by NFPA and emergency lighting must be provided for all emergency exit areas.

Perimeter lighting:

- The following are examples of effective site lighting levels: at vehicular and pedestrian entrance, 15 horizontal maintained foot candles; and for perimeter and vehicular and pedestrian circulation areas, 5 horizontal maintained foot candles.
- In most circumstances, perimeter lighting should be continuous above the boundary of the exclusion zone (45' feet from building) with minimal hot and cold spots and sufficient to support CCTV and other surveillance. However, for safety reasons and issues related to camera technology, lower levels may be desirable. Other codes or standards may restrict site lighting levels.

Glazing

- Exterior glazing is prohibited in textual, audiovisual, and artifact storage areas and processing rooms.
- Where glazing is provided, it must have ultraviolet filtration sufficient to filter out 99% of the UV radiation below 400 nanometers wavelength. In any area with natural lighting, including offices, the amount of UV radiation from natural light on the work surface must not exceed 10 microwatts per square lumen.

Plumbing

- Avoid running new piping (except fire protection sprinkler piping and storm water roof drainage piping) through storage areas and processing rooms.
- If drainage piping from roof drains must be run though holdings storage areas, the piping must be run to the nearest vertical riser and must include a continuous seamless gutter sized and installed beneath the lateral runs to prevent leakage into the storage areas. Vertical pipe risers in records storage areas must be fully enclosed by shaft construction with appropriate maintenance access panels.
- In the design and selection of the appropriate plumbing systems and components, economics and energy conservation must be considered in selections and implementation that will maintain the storage areas and processing rooms. The general concept and guideline is to provide areas where drainage and supply systems do not occur immediately adjacent to or above areas of archival storage areas. There shall be no storage of liquids above the level of document storage areas. In addition, fluids such as natural gas, or fuel oil shall not be installed or utilized for fired equipment requirements, these shall occur beyond the fire rated enclosure. The appropriate rating of the separation shall be as determined in the Fire and Life Safety section.



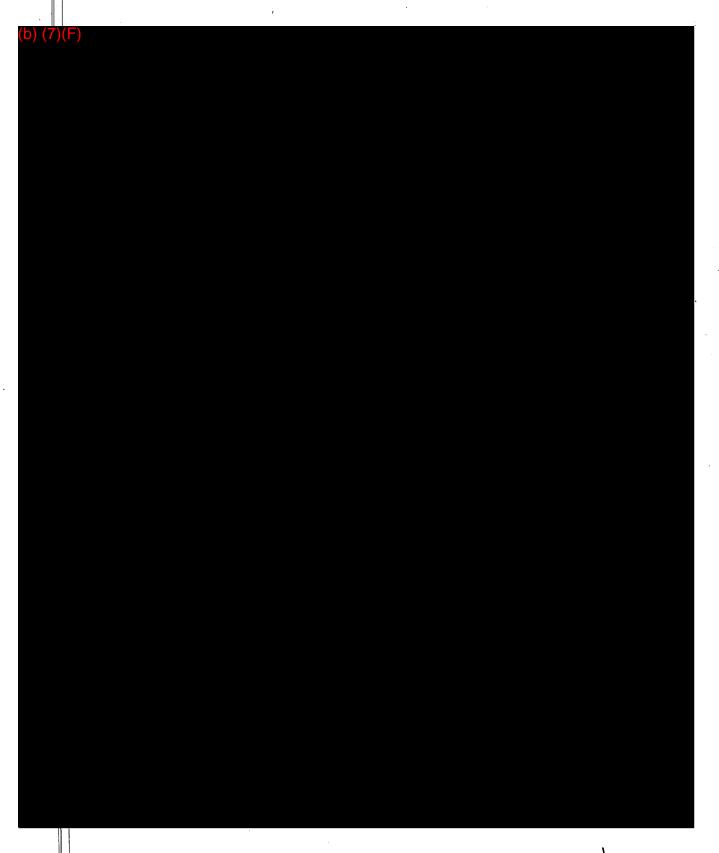
General Considerations

- NARA requires prior review and approval of all plans for internal layout, lighting, HVAC upgrades, material selection in holdings and processing areas, etc. NARA must be notified immediately of any damage to the building, damage / malfunction of the building systems, or any event that threatens to damage or has damaged NARA holdings including but not limited to roof leaks, plumbing leaks, electrical or HVAC malfunction, or pest infestation. Notification must be according to approved written protocol provided by NARA.
- Landlord liability in the event of a building issue that causes damages to
 NARA holdings should be part of the lease agreement. If the landlord is determined to be
 negligent for damage and therefore liable for the costs, the Lessor will be responsible for
 the property of the United States Government.

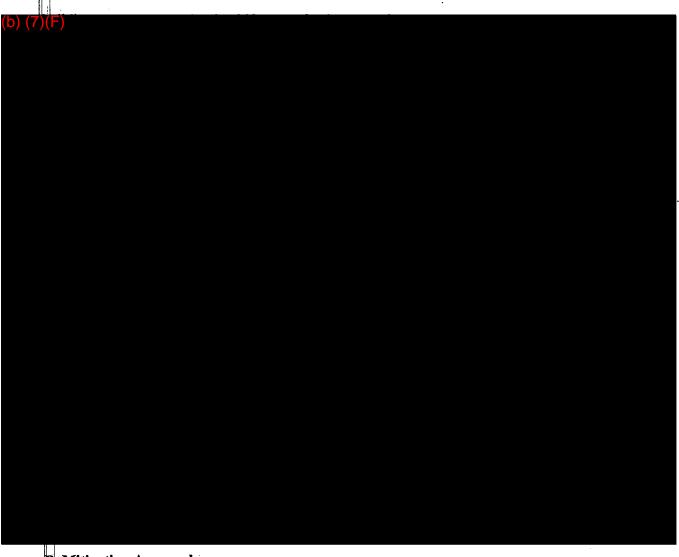
SECURITY REQUIREMENTS

Architecture and Design <u>Security</u> Standards for Temporary Facility

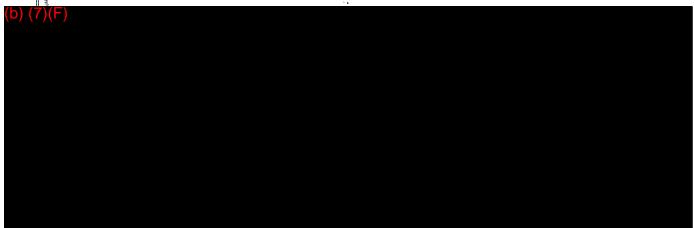
A. Security Overview.



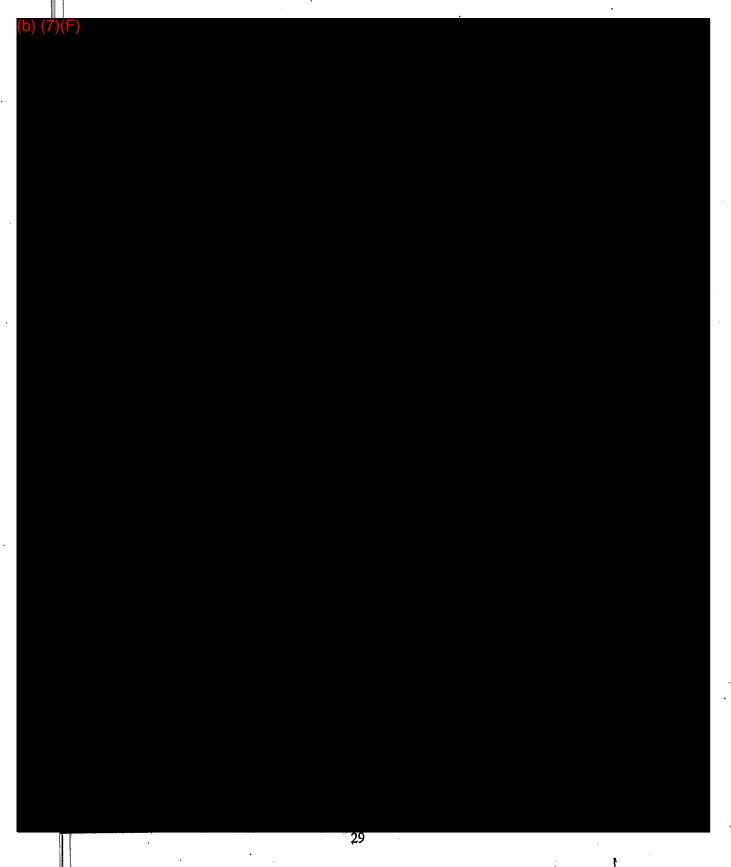
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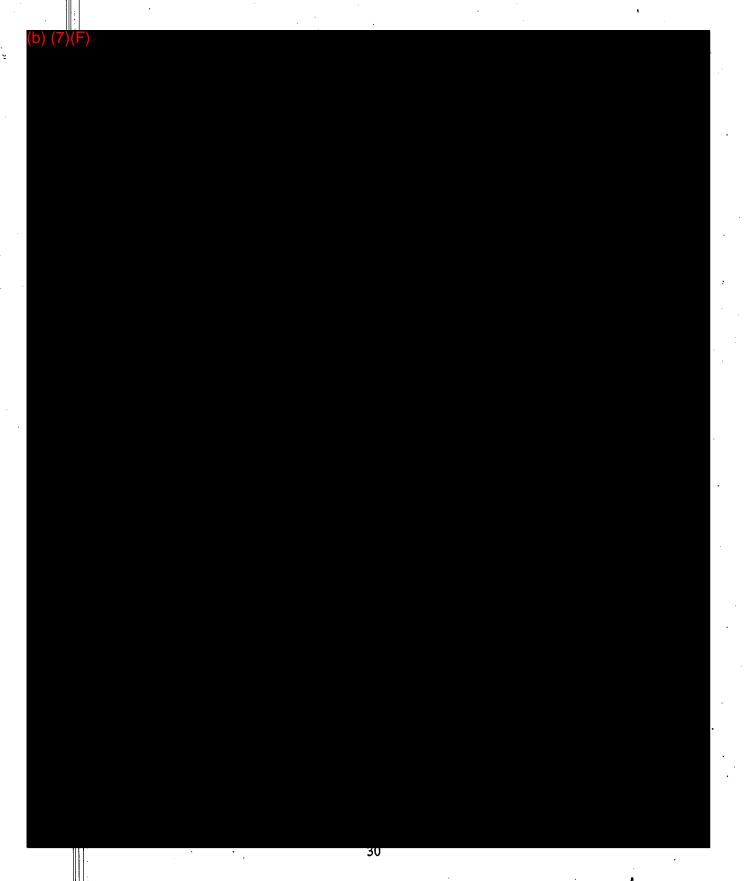
B. Mitigation Approaches.



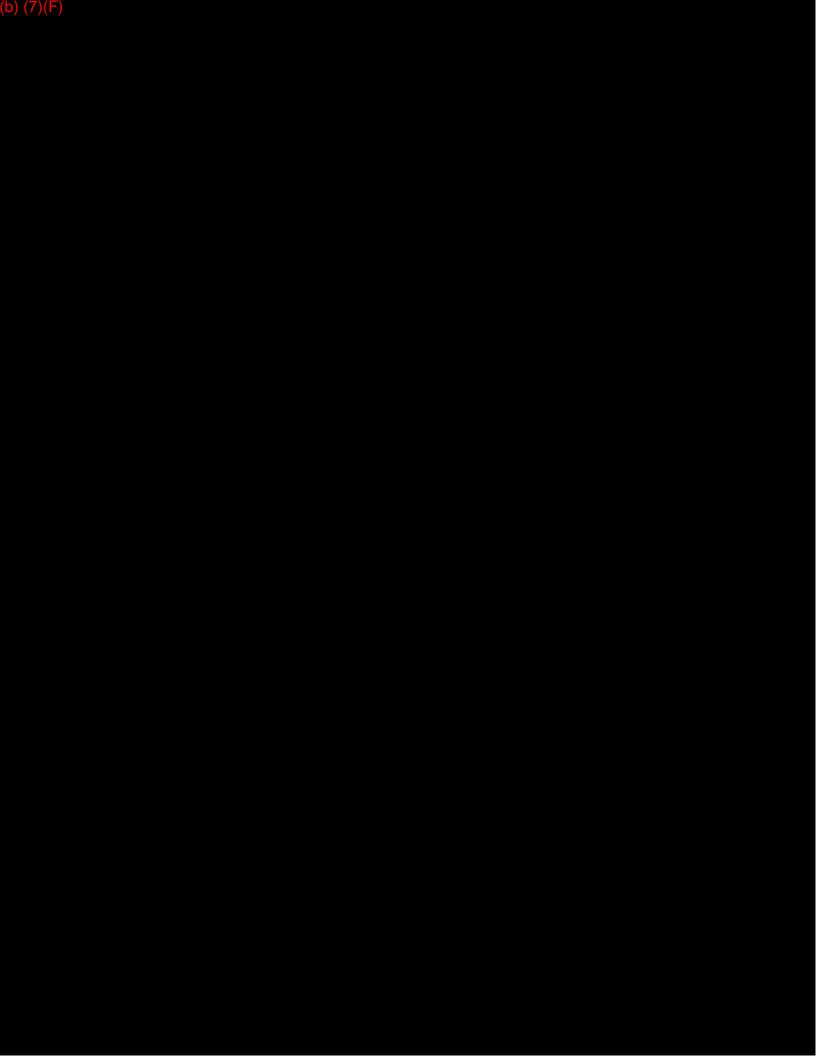
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NATIONAL ARCHIVES AND RECORDS ADMINISTRATION RADON SURVEILLANCE AND TESTING PROTOCOL (Revised February 25, 2014)

NARA 235 Handbook, Chapter 14, Radiation Protection Program

BACKGROUND: This protocol was developed based on extensive research of standards from DOL's Mining Safety and Health Administration, OSHA, EPA, NRC and all applicable National Council on Radiation Protection and Measurements consensus standards. This protocol is subject to revision from time to time as new data or standards are issued by the source agencies. The protocol starts with establishing EPA baseline risk assessment for NARA facilities that have never been tested. The protocol is designed for employees or other individuals who work in the facility based on occupation standards. This protocol does not apply to individuals who occasional use the facility such as public, tour groups, service personnel because they are not at risks.

- 1. **LOCATION BASELINES:** Determine the EPA Risk Assessment color category to establish priority for testing of facilities by county and state. If testing has already been accomplished go to paragraph 2. If not, go to this link to determine your testing priorities. The map of radon zones is located at http://www.epa.gov/radon/zonemap.html
 - Red (greater than 4 PicoCuries per liter (pCi/l))
 - Orange (between 2 and 4 pCi/l)
 - Yellow (less than 2 pCi/l)
- 2. **EVALUATION:** NARA Facility Test Groups (Priority I III)
 - Priority I Test Group High (NARA Facilities in Red Locations which are also caves, NARA Facilities in Red Locations, NARA Facilities in Orange Locations which are also caves)
 - Priority II Test Group Moderate Priority II (NARA Facilities in Orange Locations, NARA Facilities in Yellow Locations which are also caves)
 - Priority III Test Group Low (NARA Facilities in Yellow Locations)
- 3. **TESTING AND ANALYSIS:** EPA maintains a website roster by state of all certified/licensed test personnel and laboratories for Radon, see this link:

 http://www.epa.gov/radon/whereyoulive.html NARA's test method of choice for occupational environments is the 3 day Electret-Passive Environmental Radon Monitor (E-PERM) test. Any concerns contact NARA OSHA Program Manager who is also the NARA Radiation Control Officer. The testing locations should focus on those areas occupied by staff the most, such as offices, processing space and other high staff occupancy locations.

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- 4. NARA TEST RESULT ACTION LEVELS AND RETEST FREQUENCY: Upon receipt of the testing results, compare the time weighted average (TWA) to the below scale for action and coordinate results with NARA Radiation Control Officer to help interpret the data for a decision regarding further action.
 - Less than 2 pCi/l Radon/Radon Daughter Products (RRDP) Retest in 5 years
 - Between 2 and 4 pCi/l RRDP Retest in 2 years
 - Greater than 4 pCi/l but less than or equal to 7.5 pCi/l RRDP using a Time Weighted Average (TWA) for an eight hour work day, 40 hour work week occupational environment, 2,000 hours a year – Retest in 1 year
 - Greater than 7.5 pCi/l RRDP as a TWA for an eight hour work day, 40 hour work week occupational environment – Contact Immediately the NARA Radiation Control Officer for Guidance
- 5. OTHER ACTION LEVELS FOR CONSIDERATION: Research has determined there is a lower threshold for occupational exposure regarding individuals 18 years of age or younger. If they are employed as volunteers or student interns and testing levels meet the below threshold, contact the NARA Radiation Control Officer for guidance.
 - Persons of age less than or equal to 18 years shall not receive a RRDP dose greater than or equal to 3 pCi/l

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How to Use NARA's Blanket Purchase Agreement

Introduction/Background:

NARA has Blanket Purchase Agreements (BPAs) with contractors who have been preapproved with pricing. The BPA will be used to contract services to recover large quantities of records that require immediate attention. The BPA contract is for situations that are considered emergencies only. It covers nationwide services as varied as dehumidifying and removing water from storage areas to accessing/retrieving, packing, freezing, transporting, vacuum freeze-drying, desiccant or air-drying, and other actions necessary for the complete recovery of records. All records, including classified records and artifacts, are covered in the contract. Subcontracting of specialized tasks and requirements for specialized expertise is allowed, with NARA approval of all subcontractors.

In cases where a non-GSA landlord is responsible for payment for the services, the BPA will not be used. However, the provisions of the BPA and pre-authorized contractors must be used for NARA records. This includes regulations related to transportation, security, maintenance of original order, boxing and labeling guidance, and conditions of returned records. If the landlord is liable for the expenses, designated NARA staff will initiate discussion with the landlord or landlord's agent to contact the pre-authorized BPA contractors.

This document outlines operating procedures for initiating the records response process and will guide a designated NARA staff member onsite (usually a facility Director designated Alternate) through the issues that might arise. It covers both NARA-owned facilities and in GSA/non-GSA leased facilities.

- I. A designated staff member onsite should call NARA A-II Security: (b) (7)(F)
 They will alert the Emergency Response Team (Conservator-on-Call) and Preservation Programs.
 - a. Be prepared to provide specifics including:
 - i. Location(s) and name of facility
 - ii. Nature of event.
 - iii. Types of records affected or threatened
 - iv. Number of cubic feet and types of damage (i.e., wet records, dislodged boxes, boxes broken open and spilling contents, etc.)
 - v. Name and telephone number (cell phones if possible) for the responsible person and/or facility.
 - b. When informed that it is safe to enter the affected area(s), begin identification of affected sensitive records, particularly unaccessioned records subject to agency control. Sensitive records are defined as records containing PII or other information where NARA or the owner agency will

LESSOR YK GOVT

Preservation Programs, March 7, 2012

require contractors and their staff to have undergone training regarding handling PII.

- c. If facility is NARA-owned, proceed to step IV.
- d. If facility is GSA or non-GSA leased, proceed to step II.

II. Identify Responsibility for Payment

Liability should be determined ahead of time. However, if this is not possible, The Archives Director and/or Federal Records Center Director should work with Acquisitions, General Council, and other NARA Central Office staff to determine who has responsibility for paying for the recovery of records.

- a. A copy of the lease should be consulted to determine liability.
 - i. If landlord is liable for recovery, See Section III
 - ii. If NARA is liable for recovery, See Section IV
- b. The Records Emergency Plan should include contact information for the landlord with contact information covering work hours and after-hours.

III. Landlord Will be Contracting the Services

If landlord is deemed liable, and will contract the recovery services, the designated NARA staff member onsite will:

- a. Review and initiate BPA Task Orders for handling the Emergency Recovery of Records. The only vendors that can be used are those specified in the NARA BPA. The BPA provides a scope of work for each task that will be included in the Performance Work Statement. Preservation Programs will give guidance on designating tasks and provide advice, particularly in the case of proposed variances or questions by the contractor.
- b. Contact Holdings Protection for advice on security where valuable or sensitive records, or records containing PII, are affected. They can be contacted at 301-837-3205.
- c. Identify affected records requiring agency clearance and ensure requirements are included in the contract.
- d. Draft Contract for Services based on the services described in the Task Order list and security requirements established by NARA.
- e. Ensure that contract implementation (i.e., recovery documentation, schedules for pickup, packing and transport, and return of records) is managed by NARA staff.
- f. Note: Recovery operations must commence within 24-48 hours of the incident to ensure that uncontrolled drying, mold growth or other increased damage does not occur.

IV. NARA Will be using the BPA

If NARA is deemed liable, and will contract recovery services, the BPA may be activated. A designated staff member onsite will:

a. Work with the Contract Officer Representative (COR) from Preservation Programs. CORs in Preservation Programs are: Ann Seibert, Doris Hamburg, and Mary Lynn Ritzenthaler. The Contract Officer (CO) for the BPA will be

LESSOR YK GOVT

- contacted by e-mail with as many details as are known within 24 hours of the emergency. The BPA Tasks can only be initiated by a CO or COR. Task orders will be agreed upon, and a statement of work will be prepared for the vendor.
- b. The COR must delegate in writing (e-mail) an onsite COR to work with the contractors and approve completion of tasks. The onsite COR will need to assist with coordination of access to the site by the contractor, description of the tasks to be performed and provide oversight to the response and recovery tasks.
- c. Consult with Preservation Programs staff and identify Tasks required to accomplish recovery.
- d. Prepare a NARA Purchase Requisition (NARA 5007) that includes:
 - i. The service requested Emergency Records Recovery
 - ii. The Task Orders, selected from the BPA Task List.
 - iii. The number of cubic feet (or items) and records material types (such as paper files, bound volumes, X-rays, photographs, microfilm, etc.) requiring emergency recovery services.
- e. Attach a statement of justification to the 5007 identifying the problem and the need for utilizing the BPA.
- f. Mark the 5007 "URGENT," and track through processing and authorization.
- g. Follow-up to make sure that the 5007 is received in College Park by Acquisitions.
- h. Note: Recovery operations must commence within 24-48 hours of the incident to ensure that uncontrolled drying, mold growth or other increased damage does not occur.
- Discuss with Acquisitions any issues that may need to be resolved regarding the contract or the 5007. Be prepared to discuss the emergency with Preservation, Holdings Protection, and the COR.
- j. NARA staff will need to be available onsite to work with the vendor. This may require overtime and/or weekend scheduling.

V. Reporting

- a. Provide progress reports to Preservation Programs, Business Support Services, and other NARA divisional offices as required. Preservation Programs should be alerted in the case of delays, particularly during recovery.
- b. Prepare and submit an After-Action Report within 30 days upon completion of the recovery. The after-action reports should be filed at the facility, with copies sent to the Preservation Programs Program Officer. Additional copies should be sent to Business Support Services, and other NARA divisional offices as required. After-action report templates may be found here: http://www.nara-at-
 - work.gov/archives and records mgmt/archives and activities/preservation/records emergency preparedness.html.



(b) (7)(F)

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS THAT MAY BE INSTALLED IN THE LEASED SPACE, AND UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). BECAUSE EACH BUILDING IS UNIQUE, THE FINAL LIST OF SECURITY COUNTERMEASURES WILL BE DETERMINED DURING THE DESIGN PHASE AND IDENTIFIED IN THE DESIGN INTENT DRAWINGS AND CONSTRUCTION DOCUMENTS. AFTER COMPLETING THE CONSTRUCTION DOCUMENTS, THE LESSOR SHALL SUBMIT A LIST OF THE ITEMIZED COSTS. SUCH COSTS SHALL BE SUBJECT TO NEGOTIATION.

WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS OF THIS LEASE, THE STRICTEST SHALL APPLY.

TECHNICAL REVIEW OF THE PROPOSED SYSTEM SHALL BE COORDINATED WITH THE GOVERNMENT SECURITY REPRESENTATIVE (NARA), AT THE DIRECTION OF THE CONTRACTING OFFICER, PRIOR TO INSTALLATION.

DEFINITIONS:



FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

If the leased Space is greater than 75% of the space in the Building (based upon ABOA measurement), the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the Building. If the leased Space is less than or equal to 75% of the space in the Building (based upon ABOA measurement), then the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the leased Space.

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Security Requirements

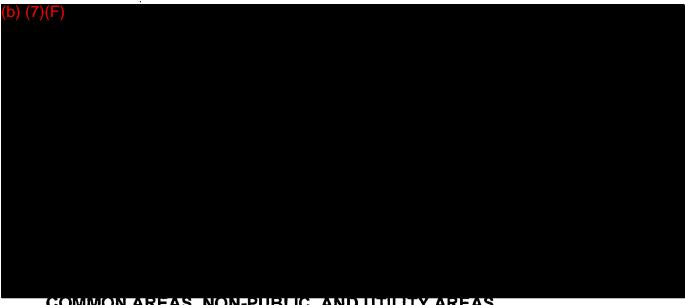
(REV 1/29/13) Page 1

FACILITY ENTRANCES AND LOBBY

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CORENING REQUIREMENTS	<u> </u>
SCREENING REQUIREMENTS	

VISITOR SIGN-IN/OUT AFTER HOURS

The Lessor shall provide a system, acceptable to the Government, that after hour visitors to the Building shall be required to sign in and sign out either electronically or in a Building register.



COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

PUBLIC RESTROOMS ACCESS (SHELL)

The Lessor shall provide a means to control access to public restrooms within Government controlled space that is acceptable to the Government.

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Security Requirements (REV 1/29/13) Page 2

SECURING CRITICAL AREAS		
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Lessor YK Gov't	Security Requirements (REV 1/29/13) Page 3	
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LIMIT ON ENTRY POINTS (SHELL)

The Government may elect to limit the number of entry points to the Building or to the Government occupied Space to the fewest number practicable.



SITE AND EXTERIOR OF THE BUILDING

SIGNAGE

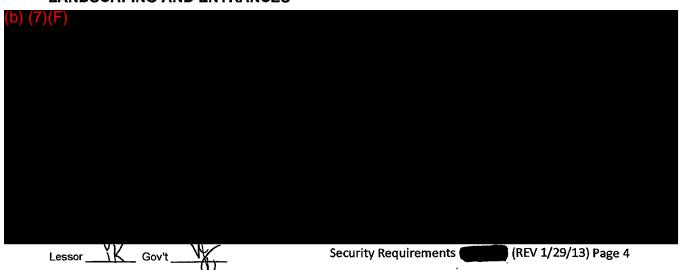
POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas, and site specific signage.

LANDSCAPING AND ENTRANCES





PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES (b) (7)(F)

Trash receptacles, containers, mailboxes, vending machines, or other fixtures and reatures that could conceal packages, brief cases, or other portable containers shall be located _10_ feet away from the Building.



PARKING

NUMBER OF PARKING ENTRANCES

The number of parking entrances shall be limited to the minimum required for efficient operations or local code. Entrances to parking areas shall be equipped with vehicle gates to control access to authorized vehicles (employee, screened visitor and approved Government vehicle).

ILLUMINATION OF ENTRANCES, EXITS, PARKING LOTS AND GARAGES (SHELL)
Facility entrances, exits, parking lots and garages shall be illuminated to a minimum of __5__
lumens, at all times.

AUTHORIZED ACCESS TO PARKING (SHELL)

Lessor shall limit parking and access to parking to authorized individuals.



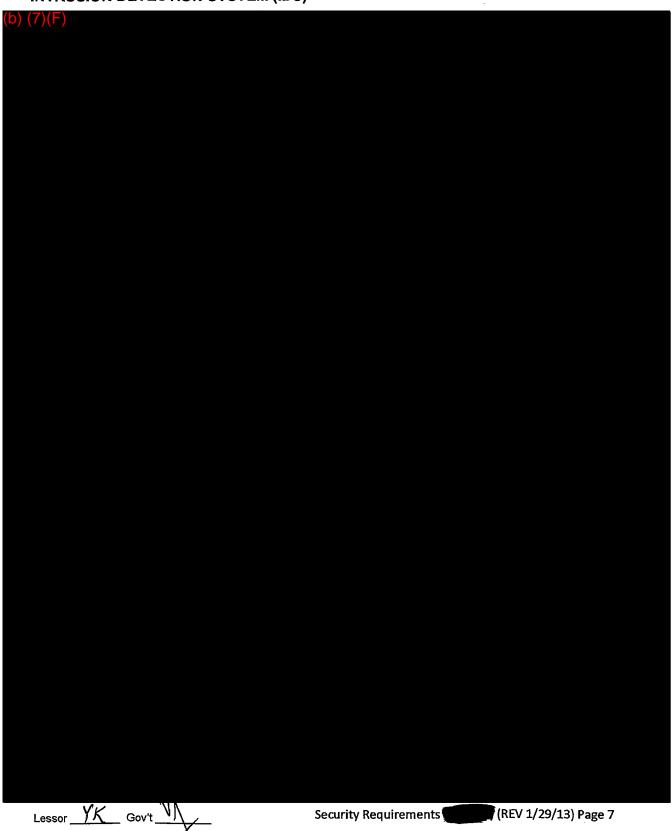
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SECURITY SYSTEMS



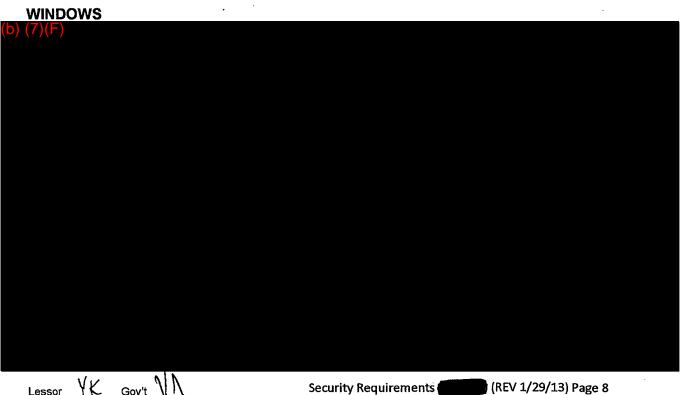


INTRUSION DETECTION SYSTEM (IDS)



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SECURE NON-WINDOW OPENINGS (S (b) (7)(F)	SHELL)	
BUILDING SYSTEMS		
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Lessor Gov't	Security Requirements	(REV 1/29/13) Page 9



OPERATIONS AND ADMINISTRATION

LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (SHELL)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

ACCESS TO BUILDING INFORMATIONI (SHELL)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

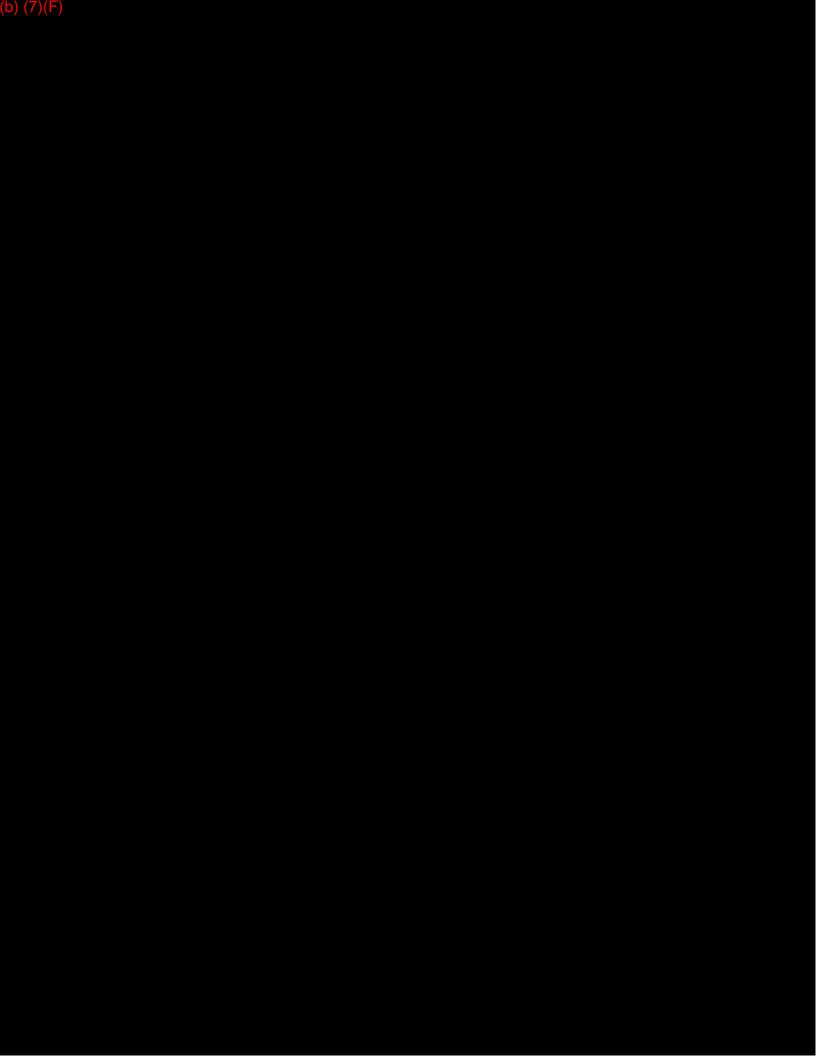
SECURITY PLANS AND LAYOUTS

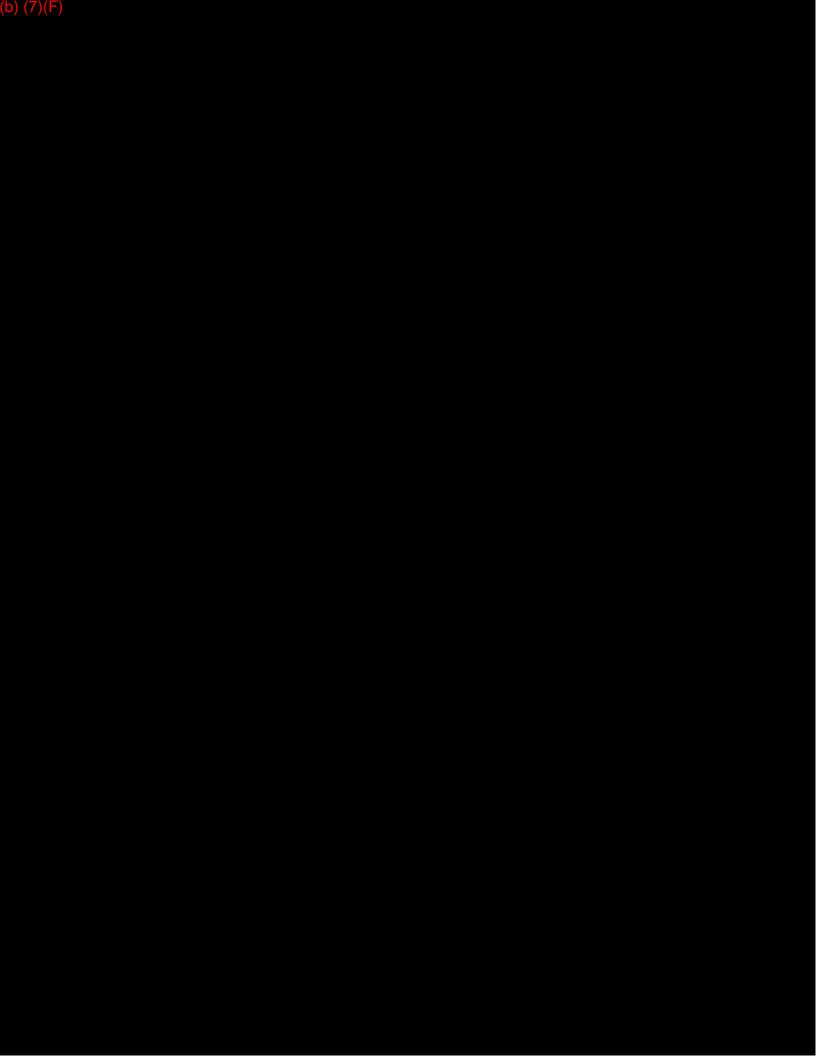
The Lessor shall treat and safekeep any plans and specifications related to security measures as For Official Use Only (FOUO).

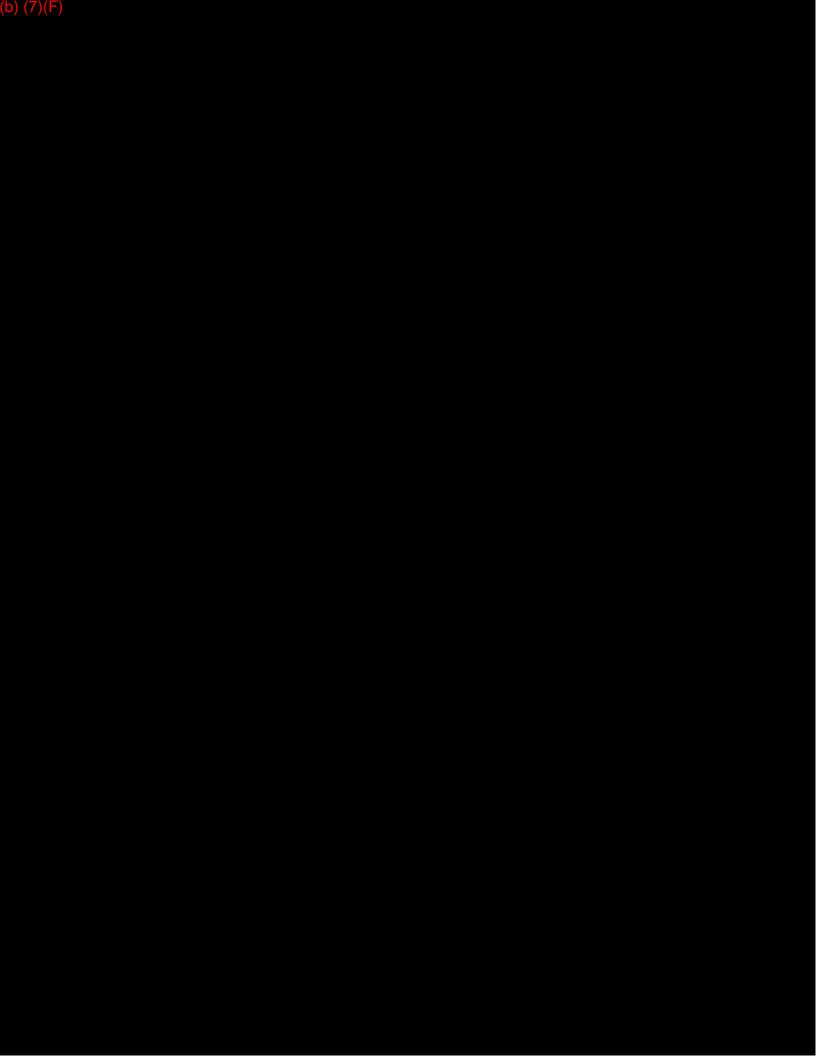
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Security Requirements (REV 1/29/13) Page 10

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GENERAL CLAUSES (Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND
	·	00L.L/ 0 L0	ATTORNMENT
	4	EEO 070 04	
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9	•	DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12	002.270 10	MAINTENANCE OF THE PROPERTY, RIGHT TO
			INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
•	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF
	10		OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52,204-13	SYSTEM FOR AWARD MANAGEMENT
		02,204 10	MAINTENANCE
	19	EEO 070 04	
		552.270-31	PROMPT PAYMENT
	20	552.232-23	ASSIGNMENT OF CLAIMS
	21	552.270-20	PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER— SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUC	CT 23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	20 27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR
• •			IMPROPER ACTIVITY
	29	52-215-10	PRICE REDUCTION FOR DEFECTIVE COST OR
			PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
, CODITO	33		
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35 36 37	52.222-26 52.222-21 52.219-28	EQUAL OPPORTUNITY PROHIBITION OF SEGREGATED FACILITIES POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38 39	52.222-35 52.222-36	EQUAL OPPORTUNITY FOR VETERANS AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
-	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

GENERAL CLAUSES (Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

INITIALS: LESSOR & GOVERNMENT

GSA FORM 3517B PAGE 3 (REV 04/15)

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
 - (b) Letters issued pursuant to this clause are subject to the following conditions:
- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
- (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
- (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

- (a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:
- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.
 - (3) Grounds for Termination. The Government may terminate the Lease if:
- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

- (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
 - (i) Circumstances within the Lessor's control:
 - (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters:
 - (iii) The condition of the Property;
 - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
 - (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.
- (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

INITIALS: YK & GOVERNMENT

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (MAR 2013)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within 60 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

- (a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.
- (b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed Tis to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.
- (c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this provision—

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that—

INITIALS: LESSOR & GOVERNMENT

GSA FORM 3517B PAGE 7 (REV 04/15)

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see <u>Subpart 4.14</u>) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
 - (4) The Government has marked the record "Active".
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number—
- (i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

INITIALS: LESSOR & GOVERNMENT

GSA FORM 3517B PAGE 8 (REV 04/15)

- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
 - (f) Offerors may obtain information on registration at https://www.acquisition.gov.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

(a) Definitions. As used in this clause—

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see <u>Subpart 4.14</u>), into the SAM database;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
 - (4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR Subpart 4.14; and

INITIALS: LESSOR & GOVERNMENT

GSA FORM 3517B PAGE 9 (REV 04/15)

- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.
- (b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (c) (1) (i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—
 - (A) Change the name in the SAM database;
 - (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.
- (3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted
- (i) Via the internet at http://fedgov.dnb.com/webform or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (d) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.acquisition.gov.
- 19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date-

- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
- (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
- (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
 - (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
- (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
 - (b) Invoice and inspection requirements for payments other than rent.
- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

INITIALS: VIX & GOVERNMENT

(c) Interest Penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.
- (d) Overpayments. If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—
- (1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
 - (iii) Lessor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999) (Applicable to leases over \$3,000.)

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

21. 552.270-20 PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

- (1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
- (2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.
- (c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: (1+CAF) x Rate per RSF = Reduction in Annual Rent

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

- (a) Method of payment.
- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
 - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's *EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 - (e) Liability for uncompleted or erroneous transfers.
- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—
 - (i) Making a correct payment:

INITIALS: LESSOR & GOVERNMENT

GSA FORM 3517B PAGE 13 (REV 04/15)

- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to <u>Subpart 32.8</u>, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.
- 23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

 (Applicable to leases over \$5 million and performance period is 120 days or more.)
 - (a) Definitions. As used in this clause—

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"-

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

INITIALS: YK & GOVERNMENT

GSA FORM 3517B PAGE 14 (REV 04/15)

- (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—
 - (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
 - (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
 - (3) Does not restrict a Contractor from-
 - (i) Conducting an internal investigation; or
- (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

- (b) Code of business ethics and conduct.
- (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—
 - (i) Have a written code of business ethics and conduct; and
 - (ii) Make a copy of the code available to each employee engaged in performance of the contract.
 - (2) The Contractor shall—
 - (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
- (3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—
- (A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
 - (B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).
- (ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been

INITIALS: LESSOR & GOVERNMENT

GSA FORM 3517B PAGE 15 (REV 04/15)

marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, <u>5 U.S.C. Section 552</u>, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

- (iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.
- (c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
 - (1) An ongoing business ethics awareness and compliance program.
- (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.
- (ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.
 - (2) An internal control system.
 - (i) The Contractor's internal control system shall-
 - (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
 - (B) Ensure corrective measures are promptly instituted and carried out.
 - (ii) At a minimum, the Contractor's internal control system shall provide for the following:
- (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
- (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
- (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—
 - Monitoring and auditing to detect criminal conduct;
- Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
- Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

INITIALS: K & GOVERNMENT

- (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
- (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).
- If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
- If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
- The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
- The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
 - (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

- (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.
- (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) Bona fide agency, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

- (1) Bona fide employee, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- (2) Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- (3) Improper influence, as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from—
 - (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

INITIALS: LESSOR & GOVERNMENT

GSA FORM 3517B PAGE 18 (REV 04/15)

- (c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over \$150,000 average net annual rental including option periods, as well as to leases of any value awarded to an individual.)

(a) Definitions. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(Applicable to leases over \$5 Million and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

INITIALS: LESSOR & GOVERNMENT

GSA FORM 3517B PAGE 20 (REV 04/15)

- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
 - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
 - (3) Any required posters may be obtained as follows:

Poster(s)	Obtain from

(Contracting Officer shall insert-

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
 - (ii) The website(s) or other contact information for obtaining the poster(s).)
- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—
 - (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011) (Applicable to leases over \$150,000 average net annual rental including option periods.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
 - (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period



determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$700,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
- (2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
- (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.
- (ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
- (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
- (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

INITIALS: YK & GOVERNMENT

(B) The Contractor proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if-

- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
- (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
- (1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
- (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—
 - (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—
- (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the

work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

- (a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.
- (b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
 - (1) An adjustment of the delivery date:
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or
 - (4) A change to the operating cost base, if applicable.
- (c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all

records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

- (c) Certified cost or pricing data. If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - 4) Performance of the contract, subcontract or modification.

(d) Comptroller General-

- (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.
- (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in <u>Subpart 4.7</u>, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these;
 - (2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

34. 52.233-1 DISPUTES (MAY 2014)

- (a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.
- (b) Except as provided in <u>41 U.S.C chapter 71</u>, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

INITIALS: LESSOR & GOVERNMENT

GSA FORM 3517B PAGE 26 (REV 04/15)

- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

35. 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

- (a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).
- (c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;

INITIALS: K & GOVERNMENT

- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) (Applicable to leases exceeding \$3,000.)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at <u>52.217-8</u>, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
 - (3) For long-term contracts—
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

INITIALS: LESSOR & GOVERNMENT

GSA FORM 3517B PAGE 29 (REV 04/15)

- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

	The	Contractor	represents	that	it	□-	is,	□·	is	not	а	small	business	concern	under	NAICS	Code
	assigned to contract number																
[Contractor to sign and date and insert authorized signer's name and title].																	

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014) (Applicable to leases over \$100,000.)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for

INITIALS: K & GOVERNMENT

GSA FORM 3517B PAGE 30 (REV 04/15)

noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) (Applicable to leases over \$15,000.)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS VETERANS (JUL 2014) (Applicable to leases over \$100,000.)

- (a) *Definitions*. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "active duty wartime or campaign badge veteran," and "recently separated veteran," have the meanings given in FAR 22.1301.
- (b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans;
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans (i.e., active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.
- (c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."
 - (d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.
- (e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date—
 - (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

- (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.
- (g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.
- 41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013) (Applicable to leases over \$30,000.)
 - (a) Definition. "Commercially available off-the-shelf (COTS)" item, as used in this clause—
 - (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in <u>46 U.S.C. 40102(4)</u>, such as agricultural products and petroleum products.
- (b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.
- (c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:
 - (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
- (e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—
 - (1) Exceeds \$30,000 in value; and
 - (2) Is not a subcontract for commercially available off-the-shelf items.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applicable if over \$700,000.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or
- (2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) (Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) Definitions. As used in this contract-

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in <u>38 U.S.C. 101(2)</u>, with a disability that is service-connected, as defined in <u>38 U.S.C. 101(16)</u>.

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at <u>38 U.S.C.</u> <u>101(2)</u>) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

- (c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) (1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.
- (2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include—
- (i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or http://www.sba.gov/hubzone;
- (ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or
 - (iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) ALTERNATE III (OCT 2014) (Applicable to leases over \$650,000.)

- This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause-

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section <u>2.101</u> of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

INITIALS: YK & GOVERNMENT

GSA FORM 3517B PAGE 35 (REV 04/15)

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
 - (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:
- (i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.
- (ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.
- (A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

- (B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.
- (C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.
- (D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.
 - (2) A statement of-
- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
 - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.

- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
 - (i) Small business concerns (including ANC and Indian tribes);
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns:
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.
 - (10) Assurances that the offeror will—
 - (i) Cooperate in any studies or surveys as may be required;

GSA FORM 3517B PAGE 38 (REV 04/15)

- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with paragraph (I) of this clause. Submit the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 in accordance with paragraph (I) of this clause. Ensure that its subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (I) of this clause using the eSRS.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and

INITIALS: VV & GOVERNMENT

GSA FORM 3517B PAGE 39 (REV 04/15)

- (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact-
 - (A) Trade associations;
 - (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and womenowned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through-
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteranowned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.
- (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

GSA FORM 3517B PAGE 40 (REV 04/15)

- (6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—
 - (1) The master plan has been approved;
- (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.
- (j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.
 - (k) The failure of the Contractor or subcontractor to comply in good faith with-
 - (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
 - (I) The Contractor shall submit a SF 294. The Contractor shall submit SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by

INITIALS: YK & GOVERNMENT

GSA FORM 3517B PAGE 41 (REV 04/15)

prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

- (1) SF 294. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. For prime contractors the report shall be submitted to the contracting officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.
- (i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.
- (ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.
 - (2) SSR. (i) Reports submitted under individual contract plans—
- (A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.
- (B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.
- (C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.
- (D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve-month period ending September 30. Reports are due 30 days after the close of each reporting period.
- (E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

- (F) The authority to acknowledge or reject SSRs in the eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.
 - (ii) Reports submitted under a commercial plan—
- (A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.
- (B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.
- (C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.
- (D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$650,000.)

- (a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

INITIALS: YK & GOVERNMENT

- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.
- 46 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
 (Applicable if over \$25,000.)
 - (a) Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Months of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- (b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.
 - (c) Nothing in this clause requires the disclosure of classified information

INITIALS: LESSOR & GOVERNMENT

GSA FORM 3517B PAGE 44 (REV 04/15)

- (d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision <u>52.204-7</u>), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—
 - (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
- (2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - (ii) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - (ix) The prime contract number, and order number if applicable.
 - (x) Awarding agency name and code.
 - (xi) Funding agency name and code.
 - (xii) Government contracting office code.
 - (xiii) Treasury account symbol (TAS) as reported in FPDS.
 - (xiv) The applicable North American Industry Classification System code (NAICS).

GSA FORM 3517B PAGE 45 (REV 04/15)

- (3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if—
 - (i) In the subcontractor's preceding fiscal year, the subcontractor received-
- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
- (e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).
- (f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.
- (g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.
- (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.
- (h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)

Request for Lease Proposals Number GS-05P-LIL19468

Dated 10/26/2015

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
 - (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- [X] Registration Active and Copy Attached

2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that—
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
 - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—

V

(1) It is [] is not [X] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

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have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) It is [] is not [X] a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

OFFEROR OR
LEGALLY AUTHORIZED
REPRESENTATIVE

Yan Katsnelson
Manager

NAME, ADDRESS (INCLUDING ZIP CODE)

HOFFMAN ESTATES MEDICAL DEVELOPMENT LLC
304 WAINRIGHT DR
NORTHBROOK, IL 60062-1900

(b) (6)

Signature

TELEPHONE NUMBER

847-593-8460